



# VCU Procurement Services

## CONTRACT RENEWAL

**DATE:** 02/09/2023  
**CONTRACT TITLE:** Debt Collections System  
**CONTRACT NO:** 8116823AA  
**NEW START DATE:** 04/05/2023  
**NEW END DATE:** 04/04/2025  
**RENEWAL NUMBER:** One of Three  
**CONTRACTOR:** Ontario Systems, LLC

### PRICING:

Select one of the options below.

- Pricing remains the same as the previous contract period.
- Attached is the revised pricing in accordance with the contract terms.

### PAYMENT METHOD:

VCU is migrating away from processing payments via paper check and strongly encourages the use of our electronic payment options.

- Virtual Card (Net 20) [Preferred Method]
- ACH - Paymode-X Premium (Net 20)
- ACH - Paymode-X Basic (Net 30) **and** Early Payment Discount (EPD)
- Paper Check (Net 30). If selecting this option, we encourage you to offer an EPD.
- Other As Previously Remitted

**ACTION REQUIRED:** For more information about costs and **to sign up**, please visit [Vendor Invoicing & Payment](#).

### EARLY PAYMENT DISCOUNT (EPD):

Please check one of the below. If you selected Paymode Basic above, select one of the options below. If you select "Other" below, please add a comment (e.g., 4.0% Net 15 / Net 30, enrolled in Virtual Card Program, etc.)

- 2.0% Net 15 / Net 30
- 1.5% Net 20 / Net 30
- 0.5% Net 25 / Net 30
- Other: Not Available at this time

For more information on the Early Payment Discount program, please visit [Learn about EPD.](#)

**CERTIFICATE OF INSURANCE:**

- By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing Virginia Commonwealth University as the "Additional Insured", citing the contractor's name and contract number, emailed to [sbkessinger@vcu.edu](mailto:sbkessinger@vcu.edu) or mailed to Virginia Commonwealth University Risk Management, P.O. Box 843040, Richmond, VA.

All other terms and conditions of Contract 8116823AA shall remain unchanged and in full force and effect.

**RESPONSE:**

Ontario Systems, LLC

Name of Firm



Signature

Joshua Schreiner

Name Printed

Associate General Counsel

Title

March 23, 2023

Date



# Procurement Services

Date: April 19, 2022

Ontario Systems, LLC

RE: Contract #: : 8116823AA  
Renewal No.: One (1) of Three (3)

**Procurement Services**  
University Purchasing

912 W Grace Street, 5<sup>th</sup> Floor  
Box 980327  
Richmond, Virginia 23284

804 828-1077  
Fax: 804 828-7837  
TDD: 1-800-828-1120  
[www.vcu.edu/procurement](http://www.vcu.edu/procurement)

Dear David Hahn:

Your firm's contract with Virginia Commonwealth University (VCU) for our Debt Collection System, RevQ expires on April 5, 2022. VCU intends to exercise the renewal of this contract in accordance with:

Section XXIII, item Q of Contract #: 8116823AA

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

**OPTIONAL USE CONTRACT: (Put in this clause if not in original solicitation)**

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities identified on a purchase order issued against this contract do not represent a purchase commitment by VCU. Services shall be provided in accordance with the contract for the renewal period: April 5, 2022 through April 4, 2023.

- Pricing remains the same as the previous contract period.
- Attached is the revised pricing in accordance with the contract terms.
- By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, Box 843040, Richmond, VA.

Please return this document to me no later than (put in date). Your response may be faxed to me at (804) 828-7837. If you have any questions, please contact me at (804) 828-XXXX.

Sincerely,

Amy Anthes  
Category Manager

Contract #: 8116823AA

**RESPONSE:**

ontario systems, LLC d/b/a Finvi

Name of Firm

Chris Bell

Signature

chris bell

Name Printed

Corporate Controller

Title

June 15, 2022

Date



**Certificate Of Completion**

Envelope Id: 9F65F830CA7042379390C0A9DD913A37

Status: Completed

Subject: Please DocuSign: Renewal 2022.docx

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Amber Williams

AutoNav: Enabled

1150 W Kilgore Ave

Enveloped Stamping: Enabled

Muncie, IN 47305

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

Amber.williams@ontariosystems.com

IP Address: 68.50.81.216

**Record Tracking**

Status: Original

Holder: Amber Williams

Location: DocuSign

6/15/2022 6:51:42 AM

Amber.williams@ontariosystems.com

**Signer Events****Signature****Timestamp**

Chris Bell

chris.bell@finvi.com

Corporate Controller

Ontario Systems, LLC d/b/a Finvi

Security Level: Email, Account Authentication (Optional)

*Chris Bell*

Sent: 6/15/2022 6:52:32 AM

Viewed: 6/15/2022 6:56:31 AM

Signed: 6/15/2022 11:02:12 AM

Signature Adoption: Pre-selected Style

Signed by link sent to chris.bell@finvi.com

Using IP Address: 50.220.200.134

**Electronic Record and Signature Disclosure:**

Accepted: 6/15/2022 11:01:50 AM

ID: 10a1ea58-f6a2-4546-8cd4-6e337e3cdc82

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

OS Sales

ossalesprocessing@ontariosystems.com

Security Level: Email, Account Authentication (Optional)

**COPIED**

Sent: 6/15/2022 11:02:13 AM

Viewed: 6/15/2022 11:13:58 AM

**Electronic Record and Signature Disclosure:**

Accepted: 6/15/2022 8:46:26 AM

ID: 442f0b74-f771-4afc-8545-eeef04e75bfb

Brett Sivits

Brett.Sivits@ontariosystems.com

Security Level: Email, Account Authentication (Optional)

**COPIED**

Sent: 6/15/2022 11:02:13 AM

Viewed: 6/15/2022 11:26:13 AM

**Electronic Record and Signature Disclosure:**

Accepted: 3/31/2022 12:08:08 PM

ID: f08f40a5-97a3-43c0-a99f-52aa7b3b0caf

**Witness Events****Signature****Timestamp**

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	6/15/2022 6:52:32 AM
Certified Delivered	Security Checked	6/15/2022 6:56:31 AM
Signing Complete	Security Checked	6/15/2022 11:02:12 AM
Completed	Security Checked	6/15/2022 11:02:14 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Ontario Systems, LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Ontario Systems, LLC:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [debbie.mcclain@ontariosystems.com](mailto:debbie.mcclain@ontariosystems.com)

**To advise Ontario Systems, LLC of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [debbie.mcclain@ontariosystems.com](mailto:debbie.mcclain@ontariosystems.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Ontario Systems, LLC**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [debbie.mcclain@ontariosystems.com](mailto:debbie.mcclain@ontariosystems.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Ontario Systems, LLC**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
  - ii. send us an e-mail to [debbie.mcclain@ontariosystems.com](mailto:debbie.mcclain@ontariosystems.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent..
- The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>• Allow per session cookies</li> <li>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

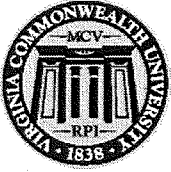
\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Ontario Systems, LLC as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Ontario Systems, LLC during the course of my relationship with you.



# Procurement Services

## COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

**Contract Number: 8116823AA**

This Contract entered into by Ontario Systems, LLC, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University, called the "Purchasing Agency".

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

**PERIOD OF PERFORMANCE:** From the execution of the contract by both parties through Three (3) years with up to three (3) successive Two (2) year renewal options.

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

The Contract Documents shall consist of the following, and in the event of any conflict or inconsistency between the provisions of the Contract Documents, such conflict or inconsistency shall be resolved by giving precedence in the following order:

- (1) This signed form;
- (2) The Negotiated Modifications, Clarifications, and Additions to the Contract dated April 3, 2019; and
- (3) The Request for Proposals # 8116823AA dated June 29, 2018 including Addendum 1 dated July 25, 2018, Addendum 2 dated August 1, 2018 ; and
- (4) The Contractor's Proposal dated August 2, 2018.

All of which documents are incorporated herein by reference.

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

### ONTARIO SYSTEMS, LLC

DocuSigned by:  
 By: David L. Hahn  
1EA9B43003794E2...  
 Name Printed: David L. Hahn

Title: Vice President  
 Date: April 5, 2019

### PURCHASING AGENCY:

Virginia Commonwealth University  
 By: Karol Kain Gray  
 Name Printed: Karol Kain Gray

Title: Sr. VP and Chief Financial Officer  
 Date: 4/5/19



**VCU**

Procurement Services

April 3, 2019

**NEGOTIATED CLARIFICATIONS, MODIFICATIONS, AND ADDITIONS TO CONTRACT**

**Date: April 3, 2019**

**RFP # 8116823AA Debt Collections System**

**Purchasing Agency and Contractor agree as follows:**

Virginia Commonwealth University and Ontario Systems, LLC shall abide by the mutually agreed upon terms of the following documents:

RevQ Software License Agreement which incorporates General Terms and Conditions and Special Terms and Conditions of the Request for Proposal;

Hosting Attachment;

Addendum, Data and Intellectual Property Protections To the RevQ Software License Agreement

Discussions regarding the Professional and Programming Services resulted in reduced migration and implementation fees. The one time fee is \$86,640.00. No additional discounts were available.

## RevQ Software License Agreement

**Between**

Ontario Systems, LLC  
1150 W Kilgore Ave  
Muncie, IN 47305  
360-260-5838

Hereafter "Ontario Systems"

**And**

Virginia Commonwealth University  
Treasury Services  
700 West Grace St.  
Box 843054  
Richmond, VA 23284  
Phone: 804-828-4365  
Hereafter "University"

This Software License Agreement together with the Hosting Attachment and Data and Intellectual property Protection Addendum ("Agreement") is made by and between Ontario Systems and Virginia Commonwealth University ("University"), a corporation and an institution of higher education of the Commonwealth of Virginia. These terms and conditions will become effective when all the parties have signed this document. The date these terms and conditions are signed by the last party (as indicated by the date associated with that party's signature) will be deemed the effective date of these standard terms and conditions ("Effective Date"). Ontario Systems and University agree as follows:

- 
- 1. DEFINITIONS.** For purposes of this Agreement, the following terms have the meanings set forth below:
- 1.1. "Administrator" The person assigned by the University to be the main contact when communicating with Ontario Systems regarding error reporting.
  - 1.2. "Documentation" means the tangible or intangible information necessary for the use, planning, operation and maintenance of the Software as outlined in the RevQ User Guide manual.
  - 1.3. "Go Live Date" means the date that Ontario Systems makes available to University any of the Software in a production, non-test environment. There may be multiple Go Live Dates for each implementation and in such case, where this Agreement references a Go Live Date it references the first of such Go Live Dates unless explicitly stated otherwise.
  - 1.4. "Hardware" means any piece of tangible equipment used for the purpose of running Software.
  - 1.5. "Product(s)" means those goods, supplies, materials, items, components, hardware, and the incidental associated software listed and/or described in this Agreement. University is aware that Ontario Systems does not manufacture nor maintain any hardware or networks.
  - 1.6. "Professional Services" means the professional services provided by Ontario Systems to University as outlined in Schedule A or a separate attachment that describes the professional services to be provided by Ontario Systems, which may include, but is not limited to, any implementation, data conversion, set-up, consulting, training, interface, and advisory services. The term "Professional Services" does not include Support Services.
  - 1.7. "Release" means an update of the Software, subsequent to the initial delivery of the Software, in which Ontario Systems provides one or more new features and functionality to the Software. A Release will have updated Documentation, a new Release number, and may include any accumulated corrections which make the Software conform to the Documentation, or any improvements in the performance of the Software.
  - 1.8. "Server" means all the inclusive attributes of the RevQ software residing on the Hardware used to store the database and RevQ software application.
  - 1.9. "Software" means the software identified in the description section of Schedule A.
  - 1.10. "Support Guide" means the then-current Ontario Systems Support Guide available through Ontario Systems' online customer resource center. Such Support Guide may be updated from time to time by Ontario Systems by making such Support Guide available to University through the Ontario Systems' online customer resource center.



## RevQ Software License Agreement

- 1.11. "Support Services" means those support and maintenance services specifically described in Ontario Systems' Support Guide.
- 1.12. "Upgrades" means an update to the Software, subsequent to the initial delivery of the Software, in which Ontario Systems has incorporated any accumulated corrections which make the Software conform to the then current Documentation or any improvements in the performance of the Software.
- 1.13. "Workstation Software" means any RevQ software loaded onto any University workstations or other equipment to access the Server.

### 2. COPYRIGHT.

The Software and Documentation are licensed, not sold. All title to and copyrights in the Software, the Documentation and any copies of the Software and/or Documentation are owned by Ontario Systems, its suppliers, or its licensors. University may not copy or modify, or permit others to copy or modify the Software or Documentation except as expressly provided herein. University may not reverse engineer, decompile or disassemble the Software. University may not access, disable or modify the access code that controls the operability of the Software. Ontario Systems, its suppliers and its licensors continue to own all rights to the copy of the Software licensed to University under this Agreement along with all copies and modifications that University makes to the Software whether or not such copies or modifications are authorized by Ontario Systems. University does not own the copy of the Software licensed to University or any media on which the software may be embodied. University's right to possess and use the Software is only as specified in this Agreement. Nothing in this Agreement constitutes a waiver of any rights under U.S. copyright law or any other international, federal or state law.

### 3. SCOPE OF LICENSE.

- 3.1. During the term of and subject to the provisions of this Agreement, Ontario Systems grants to University a nonexclusive, nontransferable license, without the right to sublicense, for the Software, to be used for accounts receivable purposes.
- 3.2. The Software is licensed to University so that only one copy of the Software residing on the Server is in use at any given moment and that the University will only access the Server up to the maximum Software licenses the University has purchased from Ontario Systems.
- 3.3. Ontario Systems continues to own all rights to the copy of the Software licensed to the University under this Agreement along with any and all copies that the University is authorized to make.
- 3.4. University's rights to use Software are specified in this Agreement, and Ontario Systems retains all rights not expressly granted in this Agreement.
- 3.5. University may make one back-up copy for University's disaster recovery use.
- 3.6. The data populated by the University is solely owned by the University.
- 3.7. Upgrades and Releases will be offered to the University at no additional charges as long as the University has paid all licensing fees for the current Term. If a CD is requested for the Software, then University is responsible for any freight charges or applicable taxes that may be associated with sending the Software to the University in a media other than electronically over the internet.

### 4. TERM AND TERMINATION.

- 4.1. The term of this License shall begin upon the Effective Date and last for the term indicated on Schedule A ("Initial Term") or unless otherwise terminated in accordance with the terms of this Agreement. Thereafter, this Agreement may renew for successive one (1) year terms (each a "Renewal Term") upon mutual written consent by authorized representatives of the parties. "Term" means the Initial Term and any Renewal Term(s).
- 4.2. Renewal. This Agreement may be renewed by the University upon mutual written agreement of both parties annually under the terms and conditions of the original contract. Price increases may be negotiated only at the time of renewal. Such increase will not exceed three (3) percent per year after the Initial Term. Written notice of the University's intention to renew should be provided approximately 60 days prior to the expiration date of each Agreement period.

## RevQ Software License Agreement

- 4.3. This Agreement may be terminated, at Ontario Systems' discretion, if (i) University fails to pay any amount owed to Ontario Systems that is not in dispute and University does not cure such default within ten (10) days following written notice to University of such failure to pay; in which case, termination will automatically occur at the end of such ten (10) day period; or (ii) University infringes, misappropriates, or otherwise violates Ontario Systems' proprietary rights, in which case termination will occur upon Ontario Systems notifying University of the breach and Ontario Systems exercising its termination rights under this Section.
- 4.4. This Agreement may be terminated at University's discretion if Ontario Systems breaches this Agreement and fails to cure such breach within thirty days' from receipt of written notice of the breach. University may terminate this Agreement, in whole or in part, with sixty (60) days written notice to Ontario Systems.
- 4.5. Upon termination of this Agreement, University shall promptly return all copies of the Software and accompanying written materials to Ontario Systems.

### 5. FEES AND CHARGES.

- 5.1. RevQ is licensed on a subscription basis and University must pay a periodic fee as identified in Schedule A (i.e., monthly, quarterly, annually) for the right to use RevQ for the Term.
- 5.2. Invoices shall be paid thirty (30) days after the receipt of a proper invoice, pursuant to Code of Virginia, Sections 2.2-4347 through 2.2-4355, commonly referred to as the Virginia Prompt Payment Act. Prices and fees are exclusive of, and University shall be solely responsible for paying, all sales, use, excise and similar taxes relating to the sale or license of the Software unless a tax exemption certificate is provided.
- 5.3. 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.
- 5.4. Products or services requested by University in addition to those specified in this Agreement will be billed to University at Ontario Systems' then current rates.
- 5.5. Freight charges will be billed F.O.B. Destination as incurred at the then current ground shipping rates unless University requests additional methods of transportation.

### 6. SUPPORT.

- 6.1. Support Services. Provided that the University pays all fees owed to Ontario Systems under this Agreement or any other agreement between the parties and maintains a secure connection as required by Ontario Systems, Ontario Systems shall provide the Support Services for the Software in accordance with the Support Guide. University shall report any perceived problem to Ontario Systems' support services in accordance with the Support Guide and Ontario Systems shall use its reasonable efforts to correct or have corrected any reproducible material nonconformance with the Documentation for RevQ. While Ontario Systems may choose to provide the Support Service, in its sole discretion, for older versions, University acknowledges that Ontario Systems shall only be obligated to provide the Support Services for the most recent version of the Software, and the immediately prior version of the Software. If such defect results from something other than the Software or from a breach of University's obligations under this Agreement, Ontario Systems shall be permitted to charge University and University shall pay Ontario Systems' then current hourly rate for such assistance. Prior to providing services for which there is an additional charge, Ontario Systems shall provide notice to University that additional charges will be incurred.
- 6.2. Additional Services. Any services provided in addition to those specified in the initial purchase order will be billed to University at Ontario Systems' then current rates under a separate written agreement.
- 6.3. Ontario Systems may refuse to furnish Software Support under this Agreement if Software Support is required as a result of:
  - 6.3.1. (Applicable to on-premises deployments only) Operation of the Software in environmental conditions outside those prescribed by the hardware platform manufacturer or those defined

## RevQ Software License Agreement

- in the Hardware Specifications provided by Ontario Systems for the Release the University is running on;
- 6.3.2. (Applicable to on-premises deployments only) Failure by University to keep the hardware platform properly maintained in accordance with standards of maintenance prescribed by the manufacturer; or
  - 6.3.3. The Software being maintained or modified by anyone other than Ontario Systems or a third party authorized by Ontario Systems.
  - 6.3.4. University being on an unsupported version.
- 6.4. In the event it is determined that Ontario Systems provided Software Support arising within the framework stated in 6.3 above or from some other cause not related to the Software, Ontario Systems may charge University for the performance of such Software Support as an additional service at Ontario Systems' then current hourly rates.
- 6.5. University agrees to assign one person as Administrator.

### 7. CONFIDENTIAL INFORMATION.

The term "Confidential Information" means all Ontario Systems Confidential Information and all University Confidential Information as defined herein and in any attachment hereto. The term "Ontario Systems Confidential Information" means the Software and Documentation, including any subsequent revisions thereto, and any trade secrets related thereto, this Agreement and all Schedules and attachments thereto, and any proposals, estimates, statements of work or other proprietary information provided by Ontario Systems to University which Ontario Systems labeled "Confidential" or "Proprietary" at the time of disclosure or, if the disclosure is oral, is reduced to writing and marked "Confidential" or "Proprietary" within ten (10) days of the time of the first oral disclosure. The term "University Confidential Information" means debtor financial information contained in University's database(s) and other proprietary information disclosed by University to Ontario Systems which University labeled "Confidential" or "Proprietary" at the time of disclosure or, if the disclosure is oral, is reduced to writing and marked "Confidential" or "Proprietary" within ten (10) days of the time of the first oral disclosure. To the extent that University provides to Ontario Systems any identifiable student information, including student address, phone number and email address, the University hereby designates Ontario Systems as a school official with a legitimate educational interest in using such student information, and Ontario Systems agrees to use such information only for the purpose of fulfilling its obligations under this Agreement and further agrees not to disclose any such student information to any individual other than the student except as required by law or authorized in writing by the University or the individual student.

- 7.1. Non-Disclosure of Confidential Information. Neither University nor Ontario Systems shall disclose or use the other's Confidential Information for any purpose not expressly permitted by this Agreement unless such disclosure is expressly authorized in writing by Disclosing Party. The Receiving Party will take all reasonable steps necessary to ensure that neither the Disclosing Party's Confidential Information nor any portion thereof are disclosed or made available by the Receiving Party, or by any of its agents or employees, in any form (including, but not limited to, magnetic tape, disk, or memory) to any organizations or individuals other than the Receiving Party. The Receiving Party will ensure that all individuals having access to the Disclosing Party's Confidential Information will observe and perform this confidentiality covenant. This confidentiality covenant applies to all Disclosing Party's Confidential Information provided to the Receiving Party at any time prior to, contemporaneously with or subsequent to execution of this Agreement. The Receiving Party stipulates that, in the event the Receiving Party breaches this confidentiality covenant, Disclosing Party may be harmed in a manner that cannot be cured by monetary damages and that therefore Disclosing Party may seek injunctive relief.
- 7.2. Exclusions. Neither Ontario Systems nor University shall have any obligation to limit disclosure of the following information:
  - 7.2.1. Information in the public domain at the time it is communicated by the disclosing party. Information shall not be deemed in the public domain if only a minor portion of such information is in the public domain, or if substantially all the information is found only by combining information from multiple public domain sources;

## RevQ Software License Agreement

- 7.2.2. Information that enters the public domain through no fault of the non-disclosing party;
  - 7.2.3. Information that enters the public domain through a breach of this Agreement by the disclosing party; and
  - 7.2.4. Information which the non-disclosing party can establish by its written or electronic records to have been in its possession prior to and independent of the disclosing party's communication of that information to it.
- 7.3. Nothing herein is intended to limit University's compliance with the Virginia Freedom of Information Act.

### 8. PROFESSIONAL SERVICES.

- 8.1. Performance of Professional Services. Ontario Systems and University will determine the manner in which the Professional Services will be performed and whether such Professional Services will be performed at University's Site, Ontario Systems' offices or elsewhere. In the event the Professional Services need to be performed at University's Site, the parties will mutually agree when such Professional Services will be performed at University's Site and University will provide Ontario Systems' personnel with a work environment that provides reasonable workspace, furniture, supplies and equipment to allow Ontario Systems to perform the Professional Services. University will provide Ontario Systems with data, materials and/or system access that Ontario Systems reasonably requests to assist Ontario Systems in rendering the Professional Services. In addition to all other remedies Ontario Systems has available under this Agreement, at law or in equity, Ontario Systems may suspend the provision of Professional Services during any period when University has failed to timely pay any amount due to Ontario Systems.
- 8.2. University Delay. Ontario Systems will not be responsible for any delays in the performance of the Professional Services caused by University or the failure of University's personnel to participate in meetings or perform University's responsibilities ("University Delay"). Should University cancel a meeting or postpone the performance of any Professional Services within five (5) business days of any scheduled date, University shall comply with this Section regarding scheduling resources and travel. If a University Delay impacts the performance of the Professional Services, Ontario Systems may issue a Change Order. Any change orders shall be mutually agreed upon in writing by the parties, which may contain reasonable additional costs, fees, or expenses. If the parties fail to agree to any such Change Order, Ontario Systems may suspend the performance of the Professional Services.
- 8.3. Change Order. Ontario Systems will have no obligation to provide Professional Services and Deliverables other than those specified in Schedule A or any agreed to attachment. University may obtain additional and/or changes to Professional Services and Deliverables by agreeing with Ontario Systems to either (i) a change order document that sets forth the additional and/or changes to the Professional Services and any fee changes (a "Change Order") or (ii) other separate Attachment describing the additional Professional Services and/or Deliverables to be provided and additional fees. Unless the parties agree to other rates set forth in an agreed to Change Order or Attachment, University will pay for additional work and/or work that falls outside of the scope of an Attachment at Ontario Systems then-current hourly rates. Ontario Systems shall be entitled to issue a Change Order as set forth above.
- 8.4. Scheduling Resources and Travel. University agrees to reimburse Ontario Systems for pre-approved travel and expenses incurred in the performance of the Professional Services upon submittal of receipts and in accordance and limited by University travel rules and allowable cost policy. Ontario Systems will invoice University for expenses incurred and will provide copies of receipts for which charges are incurred. Ontario Systems requires two (2) weeks advance notice for scheduling of resources. University acknowledges that, once scheduled and committed, Ontario Systems may incur damage if University cancels or reschedules the delivery of any of the Professional Services. Accordingly, resources may be rescheduled or canceled at no charge upon two (2) weeks prior written notice. If University reschedules or cancels without such prior written notice, University may be liable for expenses incurred by Ontario Systems. University acknowledges that in the event of such rescheduling or cancellation, University will be scheduled for the next available place in the service queue (i.e., bottom of queue).

## RevQ Software License Agreement

- 8.5. Professional Services Liability. TO THE EXTENT PERMITTED BY LAW, ONTARIO SYSTEMS' TOTAL LIABILITY FOR CLAIMS ARISING FROM OR RELATED TO THE PROFESSIONAL SERVICES AND/OR DELIVERABLES SHALL NOT EXCEED THE AMOUNT PAID BY UNIVERSITY TO ONTARIO SYSTEMS FOR THE PROFESSIONAL SERVICES INDICATED IN SCHEDULE A OR UNDER AN APPLICABLE ATTACHMENT IN THE TWELVE (12) CALENDAR MONTHS PRIOR TO THE DATE FROM WHICH THE CLAIM IS MADE BY UNIVERSITY.

### 9. WARRANTY.

- 9.1. Services Warranty. Ontario Systems warrants that it will provide the Software Support using reasonably qualified personnel and provide such services in a professional manner. University's remedy for a breach of the foregoing warranty shall be the re-performance of the applicable Software Support at no additional cost to University.
- 9.2. Software Warranty. Ontario Systems warrants that the Software shall materially comply with the applicable Documentation for a period of six (6) months from the Go Live Date of the Software (the "Warranty Period"). University's remedy for a breach of the foregoing warranty shall be Ontario Systems correcting such nonconformity at no additional cost to University. The foregoing warranty shall not apply to any nonconformity caused by: (i) University's use or operation of the Software with an application or in an environment other than that recommended in writing by Ontario Systems; (ii) University's failure to comply with the Documentation or the requirements set forth in this Agreement; or (iii) modifications or alterations made to the Software that were not made by Ontario Systems or its subcontractors. Ontario Systems shall have no obligation to correct any nonconformity under this Section that is reported outside of the Warranty Period or that cannot be reproduced by Ontario Systems. For nonconformities reported outside of the Warranty Period, all such nonconformities will be handled through Software Support.
- 9.3. Disclaimer. THERE ARE NO REPRESENTATIONS, PROMISES, WARRANTIES OR UNDERSTANDINGS RELIED UPON BY UNIVERSITY WHICH ARE NOT CONTAINED IN THIS AGREEMENT. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT BUT ONLY TO THE EXTENT PERMITTED BY LAW, ONTARIO SYSTEMS DISCLAIMS ALL WARRANTIES WITH REGARD TO THE PRODUCTS AND SERVICES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, NONINFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. ONTARIO SYSTEMS DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES WILL MEET UNIVERSITY'S REQUIREMENTS OR THAT THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DATA STORED PURSUANT TO PRODUCTS AND SERVICES WILL NOT BE LOST. ONTARIO SYSTEMS IS NOT LIABLE FOR THIRD PARTY ITEMS OR HARDWARE IN ANY MANNER. ONTARIO SYSTEMS DISCLAIMS ANY WARRANTY OR REPRESENTATION UNDER THIS AGREEMENT TO ANY PERSON OTHER THAN UNIVERSITY.

### 10. LIMITATIONS.

- 10.1. Limitation of Liability. ONTARIO SYSTEMS' LIABILITY IN THE AGGREGATE TO UNIVERSITY FOR ANY CAUSES OF ACTION, CLAIMS, OR ASSERTIONS ARISING UNDER OR RELATED TO THIS AGREEMENT AND/OR THE PRODUCTS AND SERVICES (EACH A "CLAIM") IS LIMITED TO THE GREATER OF (A) \$100,000; OR (B) FEES PAID BY CLIENT UNDER SCHEDULE A FOR THE INITIAL TERM. ONTARIO SYSTEMS WILL NOT BE LIABLE TO UNIVERSITY FOR LOSS OF DATA, LOST PROFITS, OR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES OF ANY TYPE OR NATURE, EVEN IF ONTARIO SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ONTARIO SYSTEMS BE LIABLE FOR ANY CLAIM ARISING OUT OF OR RELATING TO (A) THE USE OF UNIVERSITY DATA OR OTHER UNIVERSITY INFORMATION THAT ARE INACCURATE OR INCOMPLETE WHEN SUPPLIED BY UNIVERSITY; OR (B)

## RevQ Software License Agreement

UNIVERSITY'S USE OF THE THIRD PARTY ITEMS OR HARDWARE, EVEN IF ONTARIO SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM.

- 10.2. ONTARIO SYSTEMS WILL BE LIABLE FOR ITS NEGLIGENCE AND THE ACTUAL DAMAGES CAUSED BY ITSELF, ITS OFFICERS, EMPLOYEES, AND AGENTS. ONTARIO SYSTEMS' LIABILITY UNDER THIS PARAGRAPH 10.2 IS LIMITED TO THE FEES IN SCHEDULE A.
- 10.3. TO THE EXTENT PERMITTED BY THE VIRGINIA TORT CLAIMS ACT, SECTION 8.01-195.1, ET. SEQ. OF THE CODE OF VIRGINIA, AS AMENDED, AND OTHER APPLICABLE STATUTES RELATING TO CLAIMS AGAINST THE COMMONWEALTH OR ITS AGENCIES, UNIVERSITY SHALL BE RESPONSIBLE FOR THE NEGLIGENT ACTS OR OMISSIONS OF ITS OFFICERS, EMPLOYEES, AND AGENTS. NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF THE SOVEREIGN IMMUNITY OF UNIVERSITY OR THE COMMONWEALTH OF VIRGINIA. THE TOTAL CUMULATIVE LIABILITY OF THE COMMONWEALTH, ITS OFFICERS, EMPLOYEES AND AGENTS IN CONNECTION WITH THIS CONTRACT OR IN CONNECTION WITH ANY GOODS, SERVICES, ACTIONS OR OMISSIONS RELATING TO THE CONTRACT, SHALL NOT UNDER ANY CIRCUMSTANCE EXCEED PAYMENT OF THE MAXIMUM PURCHASE PRICE.
- 10.4. Any claims or actions arising out of this Agreement must be brought within the applicable statute of limitations, which timeframe shall not be limited or extended.

### 11. INDEMNIFICATION.

INDEMNIFICATION. Ontario Systems will defend and pay the cost and damages made in settlement or awarded as a result of a legal action based upon an allegation that the Software infringes a duly issued U.S. patent or copyright or violates a known trade secret if Ontario Systems is notified promptly in writing of such action, if Ontario Systems has control of defense and negotiations for settlement to the extent permitted by Section 2.2-514 of the Code of Virginia and if University fully cooperates concerning the legal action. If University's use of the Software is finally enjoined, Ontario Systems will, at its option: (1) procure the continued right of use; or (2) replace or modify the Software to restore the right of use; or (3) terminate the Agreement for the infringing Software and refund any prepaid fees for the infringing software. If Ontario Systems remedies the infringement by providing University with a new Release which modifies the Software in such a manner as to restore University's right to use the Software ("Corrected Release"), University shall, notwithstanding any other provision of this Agreement, accept and utilize the Corrected Release and immediately cease all further use of all prior Releases of the Software. Ontario Systems shall not be obligated to provide indemnification if the infringement claim arises from: (1) University's use of the Software in a manner not specified or authorized by this Agreement; (2) Any modification of the Software by anyone other than Ontario Systems; (3) Any combination or merger of the Software with or into any computer program(s) not licensed by Ontario Systems; or (4) University's failure to use the Corrected Release. To the extent permitted by law, Ontario Systems' total liability to Client hereunder is limited to the greater of the license fees (if any) paid by University the twelve (12) months prior to the date the claim is made regarding the infringing software or five hundred thousand (500,000) dollars. To the extent permitted by law, the foregoing states the entire liability of Ontario Systems with respect to claims based on and resulting from the infringement of patents, copyrights or trade secrets.

12. **DISPUTE RESOLUTION.** In the event a dispute between the parties arises and upon one party requesting dispute resolution under this Section, Ontario Systems and University agree to work cooperatively to resolve the dispute amicably. Each party shall make available at least its project manager, as well as, at least one officer of the company with the authority to resolve the dispute on behalf of the party to discuss the dispute and possible resolutions. Both parties acknowledge that time is of the essence in resolving such disputes and that unless otherwise agreed to by the parties in writing, all such resolution discussions shall be completed within thirty (30) days from the date a party requests dispute resolution under this Section. If a resolution is not reached within such thirty (30) day period or any extended period agreed to by the parties in writing, either party may take all legal actions it deems

## RevQ Software License Agreement

necessary to enforce its rights hereunder. To the extent permitted by law, the parties acknowledge and agree that this dispute resolution process is required and shall be followed prior to either party terminating this Agreement, the applicable attachment or seeking any remedy available to it (including but not limited to filing any type of legal action). Neither party will have to follow this dispute resolution process prior to terminating this Agreement or the applicable attachment as permitted in Section 4 and seeking all available remedies related to such termination.

### 13. MISCELLANEOUS.

13.1. Force Majeure. Neither party shall be in default if failure to perform any obligation hereunder is caused solely by supervening conditions beyond such party's control, including acts of God, civil commotion, strikes, labor disputes, interruption of transportation, unavoidable accidents, or governmental demands or requirements.

13.2. Non-solicitation. Customer acknowledges and agrees that in the course of performing Customer's obligations under this Agreement, Customer will be introduced to and work with employees, agents and representatives of Ontario Systems. Customer acknowledges and agrees that the employees, agents and representatives of Ontario Systems are valuable resources in which Ontario Systems has invested considerable time, effort, and resources. Therefore, Customer agrees that for the duration of this Agreement, and for one year thereafter, Customer shall not directly or indirectly solicit, interfere with, entice away, hire, or employ, whether as an employee, agent, representative, consultant, independent contractor, or otherwise, any employee, agent or representative of Ontario Systems without the express written consent of Ontario Systems. Nothing in this section prevents University from hiring any individual who responds to a general employment advertisement, is directed to University by employment search firms where such employment search firms are not directed by University to initiate discussions with respect to the prospective employment of that individual, or contacts University on their own initiative without direct or indirect solicitation by University.

13.3. Anti-Discrimination: Ontario Systems certifies to the University that it will conform to the applicable provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, and where applicable, the Virginians With Disabilities Act and the Americans With Disabilities Act, and Section 2.2-4311 of the *Virginia Public Procurement Act*:

13.3.1 During the performance of this contract, Ontario Systems 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, Ontario Systems 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 Ontario Systems. Ontario Systems agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause
- b) Ontario Systems, in all solicitations or advertisements for employees placed by or on behalf of Ontario Systems, 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.

## RevQ Software License Agreement

- 13.3.2 Ontario Systems will include the provisions of 13.3.1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. Notwithstanding the aforementioned, Ontario Systems will only include the provisions of Section 13.3.1 above with subcontractors and vendors utilized only for services to be provided under this Agreement.
- 13.4. Immigration Reform and Control Act of 1986. Ontario Systems certifies 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.
- 13.5. Antitrust. By entering into this Agreement, Ontario Systems 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.
- 13.6. Testing and Inspection. The University reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. Such inspections shall not include network scans or penetration testing.
- 13.7. Transportation and Packaging. Ontario Systems certifies and warrants that the price offered for FOB destination includes only the actual freight rate costs at commercially reasonable rates 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.
- 13.8. Drug-Free Workplace: During the performance of this contract, Ontario Systems agrees to (i) provide a drug-free workplace for its 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 Ontario Systems' workplace and specifying the actions that will be taken against employees for violation of such prohibition; and (iii) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000 for subcontractors or vendors utilized only for services to be provided under this Agreement, 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.
- 13.9. Audit. Ontario Systems shall retain all books, records, and other documents relative to this Agreement (the "Materials") for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. University, its authorized agents, and State auditors will have full access to and the right to examine any Materials during the period.
- 13.10. Appropriation. Funding for any Agreement between the University and Ontario Systems is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then this Agreement may be terminated by the University effective the last day for which appropriated funding is available.
- 13.11. Additional Goods and Services. University reserves the right, subject to mutual agreement between the Parties, for Ontario Systems to provide additional goods and services under the same pricing terms and conditions as established each Term and to make modifications or enhancements to the existing goods and services.
- 13.12. Advertising. Ontario Systems will not state in any of the advertising or product literature that the Commonwealth of Virginia or University has purchased or is using its products or services without first receiving permission from the appropriate University department.



## RevQ Software License Agreement

- 13.13. Gramm-Leach Bliley Act: Ontario Systems will comply with the Gramm-Leach Bliley 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.
- 13.14. Prime Contractor Responsibilities. Ontario Systems shall be responsible for completely supervising and directing the work under this Agreement and all subcontractors that it may utilize, using his best skill and attention. Subcontractors who perform work under this Agreement shall be responsible to Ontario Systems. Ontario Systems agrees that it is as fully responsible for the acts and omissions of its subcontractors and of persons employed by them as it is for the acts and omissions of its own employees.
- 13.15. Governing Law. This Agreement will be interpreted and construed in accordance with the laws of the Commonwealth of Virginia in the United States without regard to conflict of law principles. All disputes arising out of or related to this Agreement shall be brought before a court of competent jurisdiction located in Richmond, Virginia. Each party consents to and waives any objection to the exclusive personal jurisdiction and venue of such State and Federal courts.
- 13.16. Binding Effect. This Agreement inures to the benefit of and is binding upon the permitted successors and assigns of the parties and upon any bankruptcy trustee of the parties.
- 13.17. Severability. If any provision of this Agreement shall be held to be invalid, it shall not affect the balance of this Agreement.
- 13.18. Notices. Except as otherwise provided herein, any notice or other communication given hereunder shall be in writing and shall be given by personal service, express courier (such as UPS), telecopy, or by certified or registered mail to the addresses shown on this Agreement, unless and until a different address has been designated by written notice to the other party. Any notice by certified or registered mail shall be deemed to have been given at the date and time of receipt.
- 13.19. Travel and Reimbursable Expenses. University agrees to reimburse Ontario Systems for pre-approved travel and expenses incurred in the performance of the Professional Services upon submittal of receipts and in accordance and limited by University travel rules and allowable cost policy. Ontario Systems will invoice University for expenses incurred and will provide copies of receipts for which charges are incurred. Ontario Systems will invoice University for all foregoing expenses as incurred on a monthly basis and University shall pay such invoices within thirty (30) days of the date of receipt of such invoice. Should University be required to travel to Ontario Systems' facility, University is responsible for its own travel and related expenses.
- 13.20. Compliance. The University shall assume all responsibility for compliance with local laws, ordinances or other regulation relating to the operation and the use of the Software.
- 13.21. Assignment. Neither party may assign, transfer, or delegate any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party. Any assignment, transfer, or delegation made by either party without complying with this Section shall be null and void and permit the other party to terminate this Agreement immediately upon providing written notice. Notwithstanding the aforementioned, University acknowledges that any change of ownership of Ontario Systems, whether by way of asset purchase, stock purchase, merger or other operation of law, shall not be considered an assignment of this Agreement.
- 13.22. INSURANCE: Contractor certifies 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*. Contractor 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:
- 13.22.1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer.
- 13.22.2. Employers Liability - \$100,000.

## RevQ Software License Agreement

- 13.22.3. 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. Virginia Commonwealth University must be named as an additional insured and so endorsed on the policy.
- 13.22.4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- 13.22.5. Errors & Omissions and Network Security/Privacy Liability or equivalent: - \$1,000,000 per occurrence.

13.23. Entire Agreement. This Agreement, including any attachments, schedules, and addendums hereto, contains the entire Agreement of the parties with respect to its subject matter and supersedes all existing Agreements and all other oral, written or other communications between them concerning its subject matter. This Agreement shall not be modified in any way except by a written agreement subscribed to by authorized representatives of both parties. Only an instrument in writing executed by all the parties may amend this Agreement. Only a written instrument executed by the party waiving compliance may waive a provision of this Agreement. No waiver of any provision of this Agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement will not operate as a waiver of such provision or any other provision.

13.25 To the extent any provision of this Agreement is prohibited by Virginia law, or is otherwise not authorized by Virginia law, due to School's status as an agency of the Commonwealth of Virginia, such provision is null and void.

13.26 Cooperative Procurement: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement, at Ontario Systems' discretion. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations (each a "Participating Entity" or collectively "Participating Entities") may access any resulting contract(s) if authorized by Ontario Systems. Participation in this cooperative procurement is strictly voluntary. If authorized by Ontario Systems, the resultant contract may be extended to the Participating Entities to purchase at contract prices in accordance with this Agreement. Upon request, Ontario Systems shall notify the lead-issuing institution in writing of any entities accessing this Agreement. No modification of this Agreement is required, but Ontario Systems may require such Participating Entities to acknowledge this Agreement and agree to be bound by its terms. Ontario Systems shall provide usage reports for all Participating Entities accessing This Agreement upon request. Participating Entities shall place their own orders directly with Ontario Systems and shall fully and independently administer their use of this Agreement 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 Ontario Systems to extend this Agreement. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any Participating Entity, and will not be considered in default of the Agreement no matter the circumstances. Use of this Agreement does not preclude any Participating Entity from using other contracts or competitive processes.

Each party is signing this Agreement on the date stated in the party's signature block.

**UNIVERSITY**

Authorized Signature

By: *Kandace Gray*

Print Name: Kandace Gray

Title: SRVP & CFO

**ONTARIO SYSTEMS, LLC**

Authorized Signature

By: *David L. Hahn*

Print Name: David L. Hahn

Title: Vice President

## RevQ Software License Agreement

Date: \_\_\_\_\_ Date: April 5, 2019

Fiscal Year: _____	to	_____	County: _____
MM/DD/YYYY		MM/DD/YYYY	
Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No			
(If Yes please provide tax exempt certificate)			

## RevQ Software License Agreement

<b>SCHEDULE A</b>
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### Professional Services: Migration and Implementation Fees

Purchase Order # \_\_\_\_\_  
 Purchase Order Date \_\_\_\_\_

Project Phases		
Phase 1	Business and Technical Analysis - Remote	\$3,200.00
Phase 2	Software Installation and Infrastructure Consulting	\$2,500.00
Phase 3	Heartland ECSI interface	\$16,000.00
Phase 4	University Student Accounting Department interface	\$8,000.00
Phase 5	Outside Collection Agency interface	\$8,000.00
Phase 6	Touchnet interface at \$160/hour for 50 hours	\$8,000.00
Phase 7	Data Conversion from University Managed System to RevQ, includes initial load, design & acceptance	\$19,200.00
Phase 8	RevQ Configuration Training – 3 Days	\$5,120.00
Phase 9	RevQ Collector Training – 3 Days	\$5,120.00
Phase 10	Project Management	\$6,500.00
	Estimated Travel Expenses – Assumes 2 trips/1 person to Richmond, VA	\$5,000.00
<b>TOTAL PROJECT SERVICES</b>		<b>\$86,640.00</b>

**\*University to be billed at completion of each phase.**

\* Ontario Systems shall provide Data Conversion and Data Interface Consulting of up to 75 hours for this price. If the consulting hours exceed this number of hours, the University will be notified and further direction from the University will be asked if additional hours are needed and the University will be charged the on-going hourly rate at the time the need is requested.

**Initial Term: Effective Date to three years from Go Live Date**

Purchase Order # \_\_\_\_\_  
 Purchase Order Date \_\_\_\_\_

## RevQ Software License Agreement

QTY	DESCRIPTION	PRICE/EA	EXT. PRICE
<b>PRODUCTS – Monthly Fees</b>			
12	RevQ Concurrent Software Licenses	\$200.00	\$2,400.00
	* Includes Application, Documentation, Support, Upgrades and Releases		
12	Data Hosting	\$75.00	\$900.00
1	Virginia Tax Intercept Module	\$200.00	\$200.00
1	Virginia Employment Commission Module	\$200.00	\$0.00
1	Agency Management Forward Module	\$200.00	\$0.00
<b>Total Products per Month</b>			<b>\$3,500.00</b>
<b>PROFESSIONAL SERVICES – One Time</b>			
1	Software Installation and Infrastructure Consulting		\$2,500.00
1	Business and Technical Analysis – Remote		\$3,200.00
1	Project Management		\$6,500.00
3	RevQ Configuration Training – 3 days		\$5,120.00
3	RevQ Collector Training – 3 days		\$5,120.00
2	Estimated Travel Expenses – Assumes 2 Trips/1 Person to Richmond, VA		\$5,000.00
<b>Total Professional Services</b>			<b>\$27,440.00</b>
<b>PROGRAMMING SERVICES – One Time</b>			
250 Hours	Data Conversion from University Managed System to RevQ, includes initial load, design & acceptance		\$19,200.00
150 Hours	Heartland ECSI interface		\$16,000.00
50 Hours	University Student Accounting Department interface at \$160/hour		\$8,000.00
50 Hours	Outside Collection Agency interface at \$160/hour		\$8,000.00
50 Hours	Touchnet interface at \$160/hour		\$8,000.00
<b>Total Programming Services</b>			<b>\$59,200.00</b>
<b>Optional - Annual Ongoing RevQ Training - Onsite</b>			
8 Hours	Onsite RevQ Training at \$160/hour		\$1,280.00
1	Estimated Travel Expense – Assumes 1 Trip/1 Person to Richmond, VA		\$1,500.00
<b>Total Annual Onsite Training</b>			<b>\$2,780.00</b>
<b>TOTAL ONE TIME COST WITH TRAVEL ALLOCATION</b>			<b>\$86,640.00</b>
<b>TOTAL MONTHLY RECURRING COST</b>			<b>\$3,500.00</b>

**\*Monthly Fees to begin at Go Live Date (Anticipated at end of Phase 9)**

## Hosting Attachment

Ontario Systems, LLC ("Ontario Systems") and Virginia Commonwealth University ("University") enter into this Hosting Attachment ("Attachment") under the attached Software License Agreement (the "Agreement"). Any capitalized terms used in this Attachment have the same meaning provided in the Agreement, unless otherwise stated in this Attachment. To the extent this Attachment conflicts with the Agreement, the terms of this Attachment shall prevail. The date this Attachment is signed by the last party (as indicated by the date associated with that party's signature) will be deemed the effective date of this Attachment. Ontario Systems and University agree as follows:

1. Hosting. Ontario Systems shall provide the hosting services in accordance with the Service Level Standards set forth in Appendix A. Ontario Systems may use a third party to provide the hosting services in order to permit University to electronically access the object code form of the applicable Software. If there is a change to the third-party hosting provider, Ontario Systems will notify University prior to such change. In the event Ontario Systems changes the hosting provider, Ontario Systems shall provide University with thirty (30) days advance written notice. For the sake of clarity, the term Hardware in the Agreement refers to the equipment hosted by or on behalf of Ontario Systems for the purposes of running the Software and allowing University to access the Software. University acknowledges that the Software is provided to University in a hosted environment and University has no right to possess a copy of or make any copies of the Software.
2. University Data. University represents and warrants that University has all necessary rights and consents needed to permit Ontario Systems to use and have access to all University data and any other data, materials and systems University provides to Ontario Systems for the purposes of Ontario Systems hosting the Software and University Data. University is responsible for the accuracy and integrity of its University Data and adopting procedures to identify and correct errors and omissions in the University Data. University owns and will control all University Data. University represents and covenants that University will not intentionally provide, post or transmit any data as part of the University Data that infringes or violates any third party's patent rights, trademark rights, copyrights, trade secret rights, intellectual property rights, contractual rights, publicity/privacy rights, or that contains any viruses, malware, or worms intended to damage, interrupt or misappropriate the Software and if applicable, Ontario Systems' hosted site. Ontario Systems has no obligation to and does not review University Data for accuracy or potential third-party liability. Provided University has paid all fees due under this Agreement and Ontario Systems hosts any Software on University's behalf, Ontario Systems will provide University with a copy of the hosted University Data from the last backup thereof upon termination of the Agreement and/or this Attachment; provided that University requests this copy within thirty (30) days of termination of this Attachment.
3. Hosting Services and Capacity. The hosting environment will have the following capacity which is based on the typical capacity requirements for a University. If University exceeds the below user or account limitations or has additional custom configuration needs, additional hosting fees will apply.

Desc.	Capacity of Hosted Environment
Hosted Environment	<ul style="list-style-type: none"> <li>○ 15 users</li> <li>○ 1 Gb of database size per user</li> <li>○</li> </ul>

4. Change in Hosting Capacity. Once University reaches the Warning Level of its hosted and shared CPU utilization, Ontario Systems shall electronically notify University's designated contact for hosting operations of the need to either upgrade the hosting services or conduct a maintenance review to reduce University's utilization below the Warning Level. University shall designate a single e-mail address for such electronic notices to be provided to and promptly notify Ontario Systems of any change in University's designated contact for hosting operations. University acknowledges that if University reaches the Critical Level of CPU utilization that the Software response times will suffer. Accordingly, in the event University reaches the Critical Level of CPU utilization, the next Term Ontario Systems shall automatically move University to an isolated hosting environment at Ontario Systems' then current fees which will be automatically reflected in University's next invoice for the hosting services fees. As used in this Section, the "Warning Level" means 50% of total hosted

## Hosting Attachment

environment CPU utilization and 50% of hosted environment's shared CPU utilization and the "Critical Level" means 60% of total hosted environment CPU utilization and 60% of hosted environment's shared CPU utilization. Ontario Systems may change the Warning Level and Critical Level of CPU utilization by providing notice to University.

5. Connection to the Hosting Environment. University shall work with Ontario Systems to set up a connection to connect to the hosted environment. For any non-standard Ontario Systems connection, University shall pay all costs related to setting up the connection including purchasing and delivering any equipment to the hosted facility to enable such connection (i.e., an endpoint router for the MPLS connection). University is responsible for making sure all equipment delivered to Ontario Systems functions appropriately and University shall replace that equipment as needed. The choice of any non-standard connection may require the adjustment of University's monthly hosting fee to include any increase in cost that Ontario Systems' incurs as a result of the connection method.
6. Acceptable Use Policy. University shall comply with the acceptable use policy attached hereto as Appendix B. Ontario Systems shall make the acceptable use policy electronically available via email to University any time there is any update to the acceptable use policy.

Each party is signing this Attachment on the date stated in that party's signature block.

**VIRGINIA COMMONWEALTH UNIV.**

Authorized Signature

By: Carol Kain Gray

Print Name: Carol Kain Gray

Title: Sr. VP & CFO

Date: 4-5-19

**ONTARIO SYSTEMS, LLC**

Authorized Signature

By: David L. Hahn

Print Name: David L. Hahn

Title: Vice President

Date: April 5, 2019

## Hosting Attachment

### Appendix A: Service Level Standards

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**I. Service Level Commitment.** Unless specifically defined otherwise in this Appendix, the capitalized terms used herein shall have the same meaning as set forth in the Agreement and/or Attachment. As used throughout this Appendix, the term "Hosted Items" only relates to the Software and any necessary third party software that are being hosted by Ontario Systems' or its third party hosting provider on behalf of University and does not include any other software, hardware or third party items or any other on premise software or equipment used by University (whether or not provided by Ontario Systems). Ontario Systems will use reasonable efforts to ensure that the Hosted Items are available for University's use 99.5% of the time during each month of the Term, excluding Scheduled Downtime, Force Majeure Events, and Emergency Maintenance (as those terms are defined below) (the "Service Level Target").

**II. Determining Uptime Percentage.** Whether the Service Level Target was met for a given month will be determined by: (i) taking the total average number of hours in a given month over a year and subtracting from that average number of monthly hours the Schedule Downtime, Force Majeure Events and the Emergency Maintenance for the given month to come up with the total number of eligible hours for that month; (ii) taking the total number of eligible hours for that month and subtracting any unplanned downtime to come up with the total number of uptime hours; and (iii) dividing the total number of uptime hours by the total number of eligible hours for that month and multiplying it by 100 to come up with the uptime percent. Ontario Systems and/or its third party hosting provider will be responsible for monitoring service levels, and all determinations regarding whether a Service Level Target was satisfied shall be made by Ontario Systems in Ontario Systems' reasonable discretion.

**III. Scheduled Downtime.** "Scheduled Downtime" means time required to perform backup, maintenance and restore the Hosted Items that occurs during Ontario Systems' standard maintenance window or during additional downtime that is scheduled in advance by Ontario Systems. Scheduled Downtime typically is communicated at least a week in advance and scheduled to occur at night or the weekend. Ontario Systems hereby provides notice that Ontario Systems currently has the following maintenance windows to use as needed without additional notice:

Type	Day	Time
Intrusive Changes	Thursday & Saturday	09:00pm to 03:00am Pacific Time
Non-Intrusive Changes	Sunday through Friday	09:00pm to 03:00am Pacific Time

As used in this Section, Intrusive Changes refers to maintenance that will render the Hosted Items unavailable and Non-Intrusive Changes refers to maintenance that is not intended to make the Hosted Items unavailable. Ontario Systems may change or adopt additional maintenance windows by giving University ten (10) business days advance written notice provided that such maintenance windows do not occur during normal business hours (8am to 9pm United States Pacific Time).

**IV. Force Majeure Events.** "Force Majeure Events" means events that cause the Hosted Items to be unavailable and are outside of Ontario Systems' reasonable control, including but not limited to, acts of God, fire, floods, earthquakes, or other natural disasters, terrorism, war, riot, embargoes, and/or internet provider network unavailability/outages.

**V. Emergency Maintenance.** Ontario Systems, in its sole discretion, may make the Hosted Items unavailable for Emergency Maintenance at any time. "Emergency Maintenance" means any corrective action intended to remedy conditions likely to cause Hosted Items degradation or interruption, as designated by Ontario Systems in its reasonable discretion. Emergency Maintenance may include but is not limited to actions intended to address hardware or software failures or viruses, malware, worms or other disabling code. Ontario Systems will exercise reasonable efforts to inform University in advance before interrupting the University's access to the Hosted Items



## Hosting Attachment

for Emergency Maintenance, but such notice is not guaranteed and failure to provide such notice shall not be considered a breach of the Agreement.

**VI. Remedy for Failure to Satisfy Service Level Target.** If the Service Level Target is not met in a given month, University must provide written notice to Ontario Systems regarding the failure within thirty (30) days of the end of the month. In the event that the Service Level Target is not met for three (3) consecutive months, University shall have the option to terminate the Agreement upon written notice to Ontario Systems. University has the responsibility to notify Ontario Systems within thirty (30) days after the end of the third consecutive month in which the Service Level Target was not satisfied if University wishes to terminate this Agreement. No remedy will be available to University to the extent any failure to meet the Service Level Target is attributable to Force Majeure Events, University's failure to comply with any of its obligations under the Agreement, Ontario Systems exercising any remedy available to it under the Agreement, the acts or omissions of University or any third party that is not authorized by Ontario Systems to perform any services related to the Hosted Items.

**VII. Sole Remedy.** The remedy outlined in this Appendix shall be University's sole and exclusive remedy with respect to any failure by Ontario Systems to meet the Service Level Target.

**VIII. Precedence.** In the event of any conflict between this Appendix and the remaining provisions of the Agreement as it relates to a failure to meet the Service Level Target, this Appendix shall prevail. In all other cases, the Agreement shall prevail.

## Hosting Attachment

### **Appendix B: Ontario Cloud Acceptable Use Policy**

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Each of Ontario Systems' University's use of any or all of the Ontario Cloud offerings, associated telecommunication services and associated hosting environments ("**Cloud Offerings**") is governed by and subject to this Acceptable Use Policy ("**AUP**"). Virginia Commonwealth University, as a University of Ontario Systems ("**University**"), acknowledge that this Ontario Systems may modify this AUP, from time to time, in order to define further permitted or prohibited uses that result from changes in law, changes in Ontario Systems' hosting providers' acceptable use policies, telecommunication carrier restrictions, or discovery of uses that pose a security risk or risk of performance degradation. Ontario Systems shall make any modification to the AUP electronically available to University upon University accessing any of the Cloud Offerings after the modifications are made.

1) Prohibited Use of the Cloud Offerings. This Section describes prohibited uses of the Cloud Offerings. University shall not itself or allow VCU's designated users to:

- a) Attempt to or actually forge authentication credentials, use the authentication credentials of another user, or damage, bypass, break, or otherwise circumvent any security mechanism of the Cloud Offerings, or use the Cloud Offerings in any other manner that poses a security risk to Ontario Systems, the hosting providers, the telecommunication carriers, or the users of the Cloud Offerings.
- b) Provide, disseminate, or post University's Cloud Offerings authorization credentials to any other party.
- c) Use the Cloud Offerings to attempt to breach, circumvent, or hack a third party.
- d) Transmit to or through the Cloud Offerings any material that contains viruses, Trojan horses, worms, or any other malicious, harmful, or deleterious programs.
- e) Reverse-engineer the Cloud Offerings in order to find limitations, vulnerabilities, or to evade, disable, or render inaccurate accounting, billing, capacity limits, or other functions of the Cloud Offerings.
- f) Probe, scan, or test the vulnerability of the Cloud Offerings or monitor data or traffic on the Cloud Offerings without express written permission from Ontario Systems.
- g) Launch or facilitate a denial of service attack on the Cloud Offerings, any user of the Cloud Offerings, the hosting providers, or telecommunication carriers.
- h) Interfere with, disrupt, or otherwise create an undue burden on the access of any user of the Cloud Offerings or on the performance of the Cloud Offerings by sending a virus, overloading, flooding, spamming, mail-bombing the Cloud Offerings or by other means or perform other conduct that adversely impacts the availability, reliability, or stability of the Cloud Offerings.
- i) Use the Cloud Offerings to encourage, to facilitate, to engage in or otherwise in connection with (1) fraudulent activity, (2) the dissemination of any fraudulent goods, services, schemes, or promotions, or (3) other deceptive practices.
- j) Violate or facilitate the violation of any local, state, federal, or foreign law or regulation applicable to University's business, the recording of telephone calls, proper use of the public telephony, network the collection of debt, or the transmission or handling of data.
- k) Violate the Truth in Caller ID Act or (1) create a false identity, phone number or Caller ID value, (2) forge any TCP/IP packet header or any part of the header information in any IP telephone call, (3) attempt to mislead others as to the identity of the sender or the origin of a message or phone call, or (4) otherwise use in any way the Cloud Offerings to send altered, deceptive or false information about the source of the originating network or IP telephony traffic.

## Hosting Attachment

- l) Distribute, publish, send, or facilitate the sending of any unsolicited marketing, promotions, advertising, solicitations (like "spam"), or informational messages no matter how they are delivered (i.e., phone calls, SMS, text messages, voice mails, or faxes) that violate anti-spam laws and regulations including the CAN SPAM Act of 2003, the Telephone Consumer Protection Act, and the Do-Not-Call Implementation Act, applicable guidelines published by the CTIA, the Mobile Marketing Association, or any other accepted industry associations, carrier guidelines or any similar or analogous industry standards, third party policies or requirements in any other jurisdiction.
  - m) Use the Cloud Offerings to perform rate arbitrage for the purpose of bypassing or evading telecommunication charges or similar third party charges.
  - n) Use the Cloud Offerings to make available gambling sites or services or disseminating, promoting, or facilitating child pornography.
  - o) Use the Cloud Offerings to connect with emergency service personnel or public safety answering points such as 911 or E911 service.
  - p) Use the Cloud Offerings to transmit or make available any material that infringes, misappropriates, or otherwise violates the intellectual property rights of others.
  - q) Engage in activities or transmit through the Cloud Offerings information that is: (1) abusive, (2) harassing, (3) libelous, (4) defamatory, (5) discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age, or (6) otherwise malicious or harmful to any person or entity.
  - r) Embed protected health information or personally identifiable information as part of any argument or URL provided to contact management solutions offered through the Cloud Offerings, with the sole exception of session arguments.
- 2) Right to Monitor and Enforce. Ontario Systems has the right to report users to proper law enforcement officials in the event of illegal activity and will fully cooperate with any criminal investigation into a user's violation. Ontario Systems reserves the right, but does not assume the obligation, to investigate any violation of this AUP or misuse of services. Ontario Systems may remove, disable access to, or modify any content resource that violates this AUP. Ontario Systems' failure to enforce provisions of this AUP will not be construed as a waiver of any right to do so at any time.
- 3) Reporting Violations. If University or any of its users becomes aware of a violation of this AUP, University shall promptly notify Ontario Systems and provide Ontario Systems with reasonably requested assistance to stop or remedy the violation.
- 4) Remedy. In the event University violates this AUP, Ontario Systems may immediately suspend University's use of any or all of the Cloud Offerings until the violation is cured. In addition, Ontario Systems may exercise any other remedy available to Ontario Systems under law and under the agreement between University and Ontario Systems.

**ADDENDUM**  
**Data and Intellectual Property Protection**  
**To the RevQ Software License Agreement**

1. Definitions

- a. "End User" means the individuals authorized by the University to access and use the Services provided by Ontario Systems 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 from Ontario Systems.
- 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 Ontario Systems has a limited, nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder. This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.

3. Intellectual Property Disclosure/Rights

- a. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared by Ontario Systems (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
- b. [Intentionally Deleted]

c. [Intentionally Deleted]

4. Data Privacy

- a. Ontario Systems 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. Ontario Systems will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Ontario Systems obligations under this Agreement. Ontario Systems 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 Ontario Systems will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA). The Ontario Systems 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 Ontario Systems agrees to abide by the limitations, as applicable to a vendor, and requirements imposed on school officials. Ontario Systems 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. Ontario Systems will use reasonable efforts to store and process University Data in accordance with PCI-DSS and ISO 27001, 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 Ontario Systems' 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, Ontario Systems will encrypt electronic University Data in transmission (including via web interface) in accordance with PCI-DSS and ISO 27001 and commensurate to the sensitivity of the information; such as controls outlined in the Moderate control baselines in the latest version of National Institute of Standards and Technology Special Publication 800-53 as they may be applicable to FERPA.
- b. If Ontario Systems stores Personally Identifiable Information as part of this Agreement, Ontario Systems shall store such data in accordance with PCI-DSS and ISO 27001 and commensurate to the sensitivity of the information; such as controls outlined in the Moderate control baselines in the latest version of National Institute of Standards and Technology Special Publication 800-53 as they may be applicable to FERPA.
- c. Ontario Systems 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

Ontario Systems shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and/or temporary, who may have access to VCU confidential and/or proprietary information, and/or data about VCU personnel and/or students, have passed a criminal background investigation utilizing courthouse records and national databases to obtain records within the past seven (7) years and check against the Office of Foreign Assets Control (OFAC)

sanctions list. Convictions related to drugs, violence or sexual behavior are generally considered job-related and thus impediments to working on campus. Each situation and position may be considered on a case by case basis. Ontario Systems shall maintain records sufficient to document the completion of required criminal background checks. The University reserves the right in its sole discretion to perform audits of Ontario Systems' compliance at the University's expense to ensure compliance with this term. Ontario Systems shall reasonably cooperate in the performance of such audits. Ontario Systems' obligation to maintain records documenting completion of criminal background checks shall survive the termination of this Agreement for a period of seven (7) years.

7. Data Authenticity and Integrity

Ontario Systems will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Ontario Systems 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, Ontario Systems 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, Ontario Systems will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities.

b. Liability.

- 1) If Ontario Systems 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, Ontario Systems will reimburse the University for costs incurred by the University in investigation and remediation of any Security Breach caused by Ontario Systems, 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 Ontario Systems 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, Ontario Systems will reimburse the University for costs reasonably incurred by the University in investigation and remediation of any Security Breach caused by Ontario Systems.
- 3) To the extent permitted by law, Ontario Systems' liability hereunder shall not exceed the amounts outlined in the RevQ Software License Agreement Section 10.

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

a. Except as otherwise expressly prohibited by law, Ontario Systems will:

- immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Ontario Systems 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 Ontario Systems, the University will promptly provide a copy to Ontario Systems. Ontario Systems 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, Ontario Systems will ensure that all University Data are securely returned or destroyed in accordance with Section 2 of the Hosting Attachment to the RevQ Software License Agreement and Ontario Systems' policy and procedure for media sanitization. Such data shall be provided in a common (non-proprietary) format. Transfer to the University or a third party designated by the University shall occur within a reasonable period of time after University's request, and without significant interruption in service. Ontario Systems 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, Ontario Systems agrees to securely purge or destroy all data in its possession and in the possession of any subcontractors or agents to which Ontario Systems might have transferred University data in accordance with Ontario Systems policy and procedure for media sanitization and NIST 800-88. The Ontario Systems agrees to provide documentation of data destruction to the University upon request.
- b. Ontario Systems will notify the University of impending cessation of its business and any contingency plans. In such a case, Ontario Systems will provide access to any University Data in its possession.
11. Audits
- a. The University reserves the right in its sole discretion to perform audits of Ontario Systems at the University's expense to ensure compliance with the terms of this Agreement. The Ontario Systems shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Ontario Systems must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If Ontario Systems 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 Ontario Systems, Ontario Systems will at its expense conduct or have conducted a(n):
- American Institute of CPAs Service Organization Controls (SOC 1) Type II audit (conducted biennially, or as requested by University but not more frequently than annually), or other security audit with audit objectives deemed sufficient by the University, which attests Ontario Systems' security policies, procedures and controls;
  - vulnerability scan of Selected Ontario Systems' electronic systems and facilities that are used in any way to deliver electronic services under this Agreement in accordance with Ontario Systems' routine compliance audits; and

- formal penetration test of Ontario Systems' electronic systems and facilities that are used in any way to deliver electronic services under this Agreement in accordance with Ontario Systems' routine compliance audits.

Additionally, Ontario Systems will provide to the University upon University's request the executive summary of the above audits, scans and tests, including but not limited to a SOC I Type II audit and HECVAT.

12. Compliance

- a. Ontario Systems will comply with all applicable laws and industry standards in performing services under this Agreement. Any Ontario Systems 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 Ontario Systems upon request.
- b. Ontario Systems agrees to provide the services in a compliant manner 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 Ontario Systems service provided to the University, Ontario Systems will, upon written request, furnish an Attestation 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 Ontario Systems. In the event that Ontario Systems 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

Ontario Systems' obligations under Section 10 shall survive termination of this Agreement until all University Data has been returned or securely destroyed.

Each party is signing this Agreement on the date stated in the party's signature block.

**VIRGINIA COMMONWEALTH UNIVERSITY**

Authorized Signature

By: Karol Kain Gray

Print Name: Karol Kain Gray

Title: SNP + CFO

Date: 4-5-19

**ONTARIO SYSTEMS, LLC**

Authorized Signature

By: David L. Hahn  
1EASB43003794E2...

Print Name: David L. Hahn

Title: Vice President

Date: April 5, 2019



### Certificate Of Completion

Envelope Id: 013FDEF989FD474A947B43D4E77948F2	Status: Completed
Subject: Please DocuSign: Standard Contract.pdf, 1) Ontario RevQ-OnPrem-FINAL 4 3 2019.pdf, 2) RevQ-Host...	
Source Envelope:	
Document Pages: 26	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Shawntell Bright
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	4400 NE 77th Ave, Ste 100
	Vancouver, WA 98662
	shawntell.bright@ontariosystems.com
	IP Address: 192.112.251.48

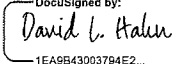
### Record Tracking

Status: Original	Holder: Shawntell Bright	Location: DocuSign
4/5/2019 8:28:14 AM	shawntell.bright@ontariosystems.com	

### Signer Events

David L. Hahn  
dave.hahn@ontariosystems.com  
Vice President  
Vice President  
Security Level: Email, Account Authentication (Optional)

### Signature

DocuSigned by:  
  
1EA9B43003794E2...  
Signature Adoption: Pre-selected Style  
Using IP Address: 192.112.251.2

### Timestamp

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Signed: 4/5/2019 8:39:14 AM

**Electronic Record and Signature Disclosure:**  
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ID: 3424be0b-117e-46fb-88b1-debd4e6359d8

### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

OS Sales Processing  
ossalesprocessing@ontariosystems.com  
Security Level: Email, Account Authentication (Optional)

COPIED

Sent: 4/5/2019 8:31:19 AM  
Viewed: 4/5/2019 8:42:55 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 8/16/2017 12:41:28 PM  
ID: ade00fd2-a9db-4ffc-8a6d-0856ccd6cca0

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

Envelope Sent	Hashed/Encrypted	4/5/2019 8:31:20 AM
Certified Delivered	Security Checked	4/5/2019 8:38:14 AM
Signing Complete	Security Checked	4/5/2019 8:39:14 AM
Completed	Security Checked	4/5/2019 8:39:14 AM

### Payment Events

### Status

### Timestamps

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Ontario Systems, LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Ontario Systems, LLC:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [debbie.mcclain@ontariosystems.com](mailto:debbie.mcclain@ontariosystems.com)

**To advise Ontario Systems, LLC of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [debbie.mcclain@ontariosystems.com](mailto:debbie.mcclain@ontariosystems.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Ontario Systems, LLC**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [debbie.mcclain@ontariosystems.com](mailto:debbie.mcclain@ontariosystems.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Ontario Systems, LLC**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [debbie.mcclain@ontariosystems.com](mailto:debbie.mcclain@ontariosystems.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent..

The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Ontario Systems, LLC as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Ontario Systems, LLC during the course of my relationship with you.



# VCU Procurement Services

## Request for Proposals

VIRGINIA COMMONWEALTH UNIVERSITY

REQUEST FOR PROPOSALS (RFP)

8116823AA

**Issue Date:** June 29, 2018

**Title:** Debt Collections System

**Issuing and Using Agency:** Virginia Commonwealth University (VCU)

**Direct Inquiries to:** Amy Anthes, VCO  
aranthes@vcu.edu

**Proposal Due Date (Firm):** August 10, 2018  
2:00 PM EST

**Proposal Delivery Addresses:**

VCU  
Procurement Services – Proposal Processing  
912 W. Grace Street, 5<sup>th</sup> Floor  
Richmond, VA 23284  
Office Hours: 8:00 a.m.- 4:30 p.m. M-F

*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)

Debt Collection System

8116823AA

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:

Form with fields for Name & Address of Firm, Date, By (Signature In Ink), Zip Code, Name Typed, E-Mail Address, Title, Telephone, Fax Number, DUNS NO., and FEI/FIN NO.

B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION

Form with checkboxes for MINORITY-OWNED BUSINESS, REGISTERED WITH eVA, VIRGINIA DSBSD CERTIFIED, WOMEN-OWNED, SMALL BUSINESS, and VIRGINIA DSBSD CERTIFICATION#.

C. PROPRIETARY OR CONFIDENTIAL INFORMATION

Table with 2 columns: 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 X for more information.

D. ACKNOWLEDGEMENT OF ADDENDA: Acknowledge your receipt of any addenda that may have been issued under this solicitation. See Paragraph VIII for more information

Table with 4 columns: Addendum #, Addendum Date, Addendum #, 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 Proposal (RFP) is to solicit proposals from qualified firms for a new debt collections system at Virginia Commonwealth University (VCU). This new system will replace an existing application that will no longer be supported. The current system is a daily use collection system created in-house to collect on approximately 56 million dollars in outstanding tuition and fees, campus based loans, and returned check accounts. The current system is primarily used by five collectors and supervisors, who process all phases of collection activity from collections, comments, payment arrangements, skip tracing general collection letters, warrants, garnishments, and State tax offset. IBM is no longer supporting updates to our current operating system.

**Term:** The initial contract term shall be three (3) years, with three (3) optional two (2) year terms 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, the resultant contract 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 and shall fully and independently administer their use of the contract 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 does not preclude any participating entity from using other contracts or competitive processes.

- C. **OPTIONAL-USE CONTRACT:** The resulting contract 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 217 certificate and degree programs in the arts, sciences and humanities. Thirty-eight of the programs are unique in Virginia, and VCU is one of just 28 public universities with an academic medical center nationwide to receive Carnegie Foundation designations of "Highest Research Activity" and "Community Engaged." As one of the nation's top research universities, VCU attracts more than \$275 million a year in sponsored research funding.

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

The university and its medical center are the largest-single employer in the Richmond area, with more than 27,000 employees, including more than 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 more than \$3 billion in annual spending that supports more than 40,000 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 team's run to the Final Four in 2011.

### **III. PRE-PROPOSAL CONFERENCE:**

An optional pre-proposal conference will be held at 12:30PM – 2:00 PM EST on Tuesday, July 24, 2018 at the:

Technology Administration Building, 701 West Broad Street, Room 202

For directions and paid parking information visit:

<https://parking.vcu.edu/parking/>

The purpose of the conference is to allow Offerors an opportunity to ask questions and obtain clarification relative to any facet of this solicitation. Offerors are strongly encouraged to submit questions in advance by emailing them to [aranthes@vcu.edu](mailto:aranthes@vcu.edu) prior to July 16, 2018

While attendance at this conference is optional, Offerors who intend to submit a proposal are highly encouraged to attend and to have a copy of this solicitation to reference. Any questions and answers that are presented during the conference or any changes to the solicitation resulting from this conference will be issued in a written addendum to the solicitation.

Firms may participate in the pre-proposal conference via conference call. Dial in information is below:

- "Dial-In" numbers:
  - 866-842-5779 (United States and Canada)
  - 832-445-3763 (International)
- Conference Code # 8291055716, Enter when prompted followed by the # sign.
- "Dial-In" at the scheduled date and time.

### **IV. 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. Background Information

##### 1. Accounts Receivable

##### a. The accounts receivable result from

- i. Federal (Perkins and Title VII) and Long Term University loans
- ii. VCU accounts receivables to students for tuition and fees; and
- iii. Bad checks

##### b. The following is a current breakdown of VCU's outstanding accounts as of May 22, 2018

Items	Number of Accounts	Ending Balance
Student Loans		1,035.00
Interest and Fees		0,703.00
Other		07.00
		9,645.00

2. VCU Pre-Collection Attempts

- a. VCU will make an appropriate written demand to the debtor, informing the debtor of the consequences of the debtor’s failure to make payment. These may include:
  - i. Letters to the debtor
  - ii. Litigation; if pursued by VCU, may have already occurred prior to placement with a collection agency
  - iii. Garnishment; and
  - iv. Debt set-off

B. New Collection System

1. Account Placement

- a. VCU anticipates that all existing accounts (including archived accounts) in the current VCU managed system will be moved to the awarded system as a result of this RFP as a one (1) time placement within thirty (30) to sixty (60) days of acceptance of the new solution.
- b. Accounts assigned to an outside collections agency, Attorney General’s Office of Virginia, or assigned to the U.S. Department of Education will also be moved to the awarded system.

2. New Accounts referred to the collection system

- a. The VCU Collection Unit will receive on average 2,200 new accounts from our Student Accounting Department and our loan service provider (Heartland ECSI).
- b. VCU anticipates that new accounts will be placed with the Contractor awarded a contract as a result of this RFP within thirty (30) to sixty (60) days of acceptance of the new solution.

3. Account Value

- a. The dollar value of the accounts to be placed with VCU will vary.

4. Our current loan service provider for Federal and University Loans is Heartland ECSI.

C. General Requirements

1. Collection Services

- a. At minimum, the Contractor should provide and/or perform all labor, supervision, materials, supplies, and incidentals necessary to provide the collection system.

- b. The Contractor shall ensure that all collection services are in strict accordance with all proper and lawful means, to include, but not limited to:
  - i. The Fair Debt Collection Practice Act (P.L. 96-109);
  - ii. Any regulations established by the Federal Trade Commission specifically relating to the Gramm-Leach Bliley Act.
  - iii. State regulatory agency requirements; and
  - iv. Any due diligence requirements promulgated by relevant authorities.

2. Account Types

The Contractor shall provide a collection system for unpaid accounts for the following types of accounts;

- a. Tuition and Fees
  - b. Student loans
  - c. Returned checks
  - d. Miscellaneous receivable accounts; and
  - e. Archived accounts
3. The Contractor should promptly accept and undertake for loading to the new collection system all unpaid accounts and archived accounts that VCU refers to the system for collection, regardless of the number of accounts and the amount to be collected.
  4. The Contractor shall provide training of five (5) to ten (10) VCU staff in person during conversion period with soft and hard copies of training materials and documentation and provide follow-up on-site training annually for those VCU employees who received the initial training.
  5. The contractor shall provide soft copies of any additional system, process, and business functional documentation relevant to the implementation, day-to-day operations, and management and maintenance of the selected solution. The contractor shall provide a means for VCU to obtain updated system documentation as part of future upgrades or updates to the software.

D. Collection System Requirements

At minimum, the Collection System must:

1. Generate manual and automated letters
2. Have a tickler or next action system for collectors
3. Pull skip trace reports
4. Have the ability to pull credit bureau reports
5. Generate warrants and garnishments using data from system
6. Calculate pay-offs for a specific date
7. Have an option to charge interest and change interest rates on all accounts
8. Allow collection status to be changed on accounts (from tuition and fees to write off, to bankruptcy status and back to collection status and from regular collections to judgment status, etc.)
9. Allow for demographic update of accounts

10. Have a customer self-service portal controlled by VCU
11. Allow for comments to be placed on accounts
12. Allow VCU to change debt types
13. Allow VCU to indicate when third party disclosure is allowed and to whom
14. Search archive and regular accounts using different search parameters (name, SSN, Account number, last 4 SSN, or address)
15. Ability to import scanned documents or other electronic media and associate the document with the account of customer
16. Allow for payment by check, money order and credit card
17. Allow for processing multiple payments on the same day to same or different accounts
18. Ability to back date payments including recalculation of interest, fees, etc.
19. Allow for multiple payment allocation (i.e. for tuition and fees, 25% of payment to collection cost, then Judgment interest until paid, then late charges until paid, etc.)
20. Generate detail audit report by account
21. Generate custom reports
22. Allow bulk account referral to collection agencies
23. Allow for integration with Virginia Department of Taxation Debt Set-Off Program
24. Ability to integrate with DocuSign
25. Allow for data backup in case of failure
26. Ability to handle customization of system
27. Ability to show breakdown of how each payment is posted
28. Ability to void payments and make adjustments to accounts
29. Prepare an audit of the accounts and a formal reconciliation of the accounts upon completion of the conversion, with the following major account fields and must reconcile each loan fund serviced by the Contractor:
  - a. Original loan amounts
  - b. Principal collected
  - c. Interest collected
  - d. Principal cancelled
  - e. Interest cancelled
  - f. Principal balance
  - g. Difference
30. The system must allow multiple users to apply payments in the system concurrently.

E. Remittance and Invoicing Requirements

1. The Contractor should invoice VCU in accordance with Appendix II
2. An invoice copy should be sent to:

Virginia Commonwealth University

Treasury Services  
Attn: James E. Stables  
Box 843054  
Richmond, VA 23284-3054

F. Contractor Personnel Requirements

1. At minimum, the Contractor should;
  - a. Assign a designated Business Account Manager for VCU; the Business Account Manager should:
    - i. Assist VCU with resolving problems (i.e. invoices, renewals, etc.)
    - ii. Be accessible via toll-free telephone number and e-mail
  - b. Provide VCU with the Business Account Manager's
    - i. Name
    - ii. Toll-free telephone number
    - iii. E-mail address; and
    - iv. Hours of availability

In the event there are any changes to the Business Account Manager's contact information, the Contractor should provide VCU with the updated information by the time the changes are effective.

2. All Contractor personnel should conduct themselves, and represent VCU, in a professional and positive manner, during all deliberations and dealings with borrowers.

G. Purchasing Requirements

1. The Terms and Conditions of the RFP govern the resulting contract
2. The words shall and must indicate mandatory requirements and the words should or may indicate non-mandatory requirements. Please clearly indicate that your firm is agreeing to comply with all of the mandatory requirements.

V. **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.

**VI. 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.

**VII. 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.

## **VIII. 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.

Provide a list of institutions of higher education with which the firm has a signed term contract. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of VASCUPP Members can be found at

<http://procurement.vcu.edu/our-services/university-purchasing/vascupp/>

### **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 SBSBD 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*.
9. In addition to the above, specific information is requested in Attachment A. Please note: Attachment A has multiple tabs.

G. Price Proposal

The proposal should include the elements listed in Attachment B. Note VCU reserves the right to negotiate price.

**IX. 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 XXIV: 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 I - 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. If currently known, please list the exact SWaM-certified subcontractors you plan to utilize.

**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](mailto: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.

**X. 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.

**XI. 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.

**XII. 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:

- A. Clearly denote on the outside of the proposal that it contains proprietary information.
- B. 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.
- C. 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 their 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.

**XIII. 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.

**XIV. 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: July 16, 2018.

**XV. 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.

**XVI. 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.

**XVII. BEST AND FINAL OFFERS (BAFO):**

At the conclusion of negotiations, the Contractor 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. 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.

**XVIII. 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.

**XIX. 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.

**XX. EVALUATION CRITERIA:**

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

Extent to which functionality and service meet or exceed stated requirements.	20%
Qualifications and experience of Offeror in providing the goods/ services	25%
Specific plans or methodology to be used to perform the services	25%
SWaM Status/Utilization*	10%
Pricing (Attachment B)	20%

*\*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).*

**XXI. 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.

**XXII. 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:** Changes can be made to the Contract in any one of the following ways:
  1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The 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. 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.
- S. 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.)
- T. 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.
- U. 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.
- V. 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.

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

41 CFR § 60-1.4 Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, or national origin.

41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations 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.

W. 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:

1. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
2. 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](http://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](http://www.eva.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

X. 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.

Y. 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.

Z. 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.

AA. 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.

- BB. 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.
- CC. 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.
- DD. 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.

- EE. 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.

### **XXIII. SPECIAL TERMS AND CONDITIONS:**

- A. 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.

- B. 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.
- C. 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.
- D. 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.

- E. EXTRA CHARGES NOT ALLOWED: The proposal price shall be for complete installation ready for Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- F. FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
- G. FLAME RETARDANT CERTIFICATE: Each Offeror shall submit a certification in writing with their proposal that all materials used in fabricating draperies or curtains are inherently flame retardant or have been treated to meet NFPA Standard 701 (latest version), large and small scale test.
- H. 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.
- I. 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/>. Contractor's employees must wear their VCU identification when they are on VCU property.
- J. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.
- K. MAINTENANCE MANUALS: The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- L. 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.
- M. PREVENTIVE MAINTENANCE: The Contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- N. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- O. 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.

- P. 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.
- Q. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon mutual written agreement of both parties annually under the terms and conditions of the original contract except as stated in #1 below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately 60 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one (1)-year period, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the All Items category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- R. 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.
- S. 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.
- T. WARRANTY (COMMERCIAL): The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty must be furnished with the proposal.

#### **XXIV. SPECIAL TERMS AND CONDITIONS DATA AND INTELLECTUAL PROPERTY:**

##### **DEFINITIONS:**

- "End User" means the individuals authorized by the University to access and use the Services provided by the Selected Firm/Vendor under this Agreement.
- "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.

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

A. 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 Contractor 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.

B. INTELLECTUAL PROPERTY DISCLOSURE/RIGHTS:

1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images (prepared by the Contractor or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
2. Selected Contractor warrants to the University that the University will own all rights, title and interest in any intellectual property created for the University as part of the performance of this agreement and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created for the University as part of the performance of this Agreement to the University, and will execute any future assignments or other documents needed for the University to document, register, or otherwise perfect such rights. Nothing in this section is, however, intended to or shall be construed to apply to existing intellectual property created or owned by the Contractor that the University is licensing under this Agreement. For avoidance of doubt, the University asserts no intellectual property ownership under this clause to any pre-existing intellectual property of the Contractor, and seeks ownership rights only to the extent Contractor is being engaged to develop certain intellectual property as part of its services for the University.



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

C. DATA PRIVACY:

1. Contractor 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.
2. University Data will not be stored outside the United States without prior written consent from the University.
3. Contractor will provide access to University Data only to its employees, and subcontractors who need to access the data to fulfill Contractor's obligations under this Agreement.
4. Contractor will ensure that employees who perform work under this Agreement have read, understood, and received appropriate instructions as to how to comply with the data protection provisions of this Agreement. If Contractor will have access to the University's Education Records as defined under the Family Educational Rights and Privacy Act [FERPA], the Contractor acknowledges that for the purposes of this Agreement, it will be designated as a "school official" with "legitimate educational interests" in the University's Education Records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will not share the University's Education Records or disclose them to any third party except as provided for in this Agreement, required by law, or authorized in writing by the University.

D. DATA SECURITY:

1. Contractor 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 Contractor'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, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) in accordance with latest version of National Institute of Standards and Technology Special Publication 800-53.
2. If the Contractor stores Personally Identifiable Information as part of this agreement, the Contractor warrants that the information will be stored in accordance with latest version of National Institute of Standards and Technology Special Publication 800-53.
3. Contractor 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.

- E. EMPLOYEE BACKGROUND CHECK AND QUALIFICATIONS: Contractor 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.

- F. DATA AUTHENTICITY AND INTEGRITY: Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration and degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, “is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.”
- G. SECURITY BREACH:
1. Response: Immediately upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify University consistent with applicable state and federal laws, fully investigate the incident, and cooperate fully with University’s investigation of and respond to the incident. Except as otherwise required by law, Contractor 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.
  2. Liability: If Contractor must under this Agreement create, obtain, transmit, 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, Contractor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach caused by Contractor, 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 Security 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.

If Contractor 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, Contractor will reimburse the University in full for all costs reasonably incurred by the University in investigation and remediation of any Security Breach caused by [Contractor Party.]

- H. RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA:
1. Except as otherwise expressly prohibited by law, Contractor will:
    - a) Immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
    - b) Consult with the University regarding its response;
    - c) 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
    - d) Upon the University’s request, provide the University with a copy of its response.
  2. 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 Contractor, the University will promptly provide a copy to Contractor. Contractor 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.

I. DATA TRANSFER UPON TERMINATION OR EXPIRATION:

1. Upon termination or expiration of this Agreement, Contractor 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. Contractor 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, Contractor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University data. The Contractor agrees to provide documentation of data destruction to the University.
2. Contractor 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 [Contractor Party's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Contractor 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. Contractor 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.

J. AUDITS:

1. The University reserves the right in its sole discretion to perform audits of Contractor at the University's expense to ensure compliance with the terms of this Agreement. The Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
2. If the Contractor 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 Contractor as having the potential to affect the accuracy of the University's financial statements, Contractor will at its expense conduct or have conducted at least annually a:
  - 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 {Contractor Party} security policies, procedures and controls;
  - b) Vulnerability scan of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement; and
  - c) Formal penetration test of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement.

3. Additionally, Contractor 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, Contractor to perform additional audits and tests, the results of which will be provided promptly to the University.

K. COMPLIANCE:

1. Contractor will comply with all applicable laws and industry standards in performing services under this Agreement. Any Contractor 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 Contractor upon request.
2. Contractor 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.
3. Since the Payment Card Industry Data Security Standards (PCI-DSS) are applicable to the Contractor service provided to the University Contractor will, upon written request, furnish proof of compliance with PCI-DSS within ten (10) business days of the request.

L. NO END USER AGREEMENTS OR END USER LICENSE AGREEMENTS: This Agreement is the entire agreement between the University (including University employees and other End Users) and Contractor. In the event that Contractor 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.

M. SURVIVAL: Contractor's obligations under Section shall survive termination of this Agreement until all University Data has been returned or Securely Destroyed.

**XXV. ATTACHMENTS:**

*See below*

## 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:
  - "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.
  - "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.
  - "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.
  - "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.

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.*

**Commitment for utilization of DSBSD SWaM Businesses:**

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

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

Name Printed: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Firm: \_\_\_\_\_

Offeror understands and 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: \_\_\_\_\_

Title: \_\_\_\_\_

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](mailto:ecommerce@vcu.edu).

### Payment:

VCU Procurement Services is automating the payment process to the greatest extent possible. Contractors are encouraged to accept payment electronically through the commercial card program. Please review the



payment methods described below and select one for your firm.

By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, and the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the commercial card once the commercial card payment process is implemented for the firm.

### **Payment Methods**

1. **Electronically through a Wells Fargo Visa commercial card:** Payment will be made ten days (10) after receipt of a proper invoice for the amount of payment due, or ten (10) days after receipt of the goods or services, whichever is later.

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

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

Questions regarding this method of payment should be sent to [commcard@vcu.edu](mailto: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:

Title:

Name of Firm:

Date:

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

Name of the individual:

Title:

Mailing address:

Email	address:	Phone
	number:	Fax
	number:	



**VIRGINIA COMMONWEALTH UNIVERSITY**  
**REQUEST FOR PROPOSALS (RFP)**  
**Debt Collection System**  
**8116823AA**

**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:

Ontario Systems, LLC

Date: 8/2/18

1150 West Kilgore Avenue

By (Signature In Ink): 

Muncie, IN Zip Code 47305-1588

Name Typed: Alex Forman

E-Mail Address: jeremy.rust@ontariosystems.com

Title: VP and General Counsel

Telephone: (765) 730-7179

Fax Number: (765) 751-7198

**Toll free, if available**

**Toll free, if available**

DUNS NO.: 01-623-8545

FEI/FIN NO.: FEIN 75-3122530

**B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION**

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

**C. PROPRIETARY OR CONFIDENTIAL INFORMATION**

Check the box to the left "if" your proposal contains proprietary or confidential information. If so, <i>add an attachment sheet to this form with details.</i>	<b>See Paragraph X for more information</b>
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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 #	1	Addendum #	
Addendum Date	07/25/2018	Addendum Date	___/___/___
Addendum #	2	Addendum #	
Addendum Date	08/24/2018	Addendum Date	___/___/___

**Affix this Form as the FIRST PAGE of your proposal.**





# VCU Procurement Services

## RFP - Addendum

DATE: July 25, 2018

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 8116823AA

Commodity/Title: Debt Collections System

Issue Date: June 29, 2018

Proposal Due: August 10, 2018

Pre-Proposal Conference: July 24, 2018

Please see the attached questions and responses.

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

Very truly yours,

Amy Anthes  
Phone: (804) 828-1070

Ontario Systems, LLC  
Name of Firm  
[Signature] V.P. and General Counsel  
Signature/Title  
8/2/18  
Date





# VCU Procurement Services

## RFP - Addendum

DATE: August 1, 2018

ADDENDUM NO. 2 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 8116823AA

Commodity/Title: Debt Collections System  
Issue Date: June 29, 2018  
Proposal Due: August 10, 2018  
Pre-Proposal Conference: July 24, 2018

The above is hereby changed to read: **Proposal Due: August 13, 2018 at 2:00 P.M. Eastern**  
*If a proposal has already been sent, and the clarifications would amend the proposal, please resubmit.*

The following clarifications are being provided:

Question: What are your interest rules?

Response: On the accounts that have promissory notes (Perkins, University and medical loans) VCU uses the note interest rate unless a judgment has been granted that changes the rate. If account is a tuition and fees debt or a return check debt there is no interest accrual unless a judgment is granted and interest accrual is given by the court. Interest is calculated daily.

- Pre-judgment rules? same as above.
- Post judgment rules? same as above
- Which balance "buckets" have interest accrue? See above answer

Question: Will there be Court Costs as a result of any legal activity?

Response: No

Question: Payoff Order rules

RFP references to payoff order in section D. #19 as well as Addendum references in the Touchnet Interface section are both unclear and not specific enough for us to confidently respond. Please provide all payment application rules, along with examples to demonstrate various possible scenarios. Include application to interest balance if applicable.

Response: Payments are paid to outstanding Judgment Interest first, then 25% of the rest of the payment goes to Collection Cost, accrued interest, then Return Check Fees are paid, then Late Charges are paid, then Principal is paid last. Exceptions exist - payments made directly to Student



Accounting or the loan billing servicer (Heartland ECSI) need to be applied to principal and late charges only.

Question: Touchnet interface

- Please advise when Touchnet will be used. (Only for credit card payments? All payments? Only particular credit card payments?)

Response: To calculate all payments (see TouchNet interface).

- Can you provide more detail on workflow? Will payments be entered into collections system first, then reported/printed for Touchnet entry by cashier? Need clarity here.

Response: VCU would like for the credit card payment to be posted into our collection system then transmits the information to TouchNet (for students to be able to see their balance and make credit card payments only), but if that is not possible, then like our current system which produces a transaction entry sheet that indicates to the Cashier how the payment is broken down to be posted into TouchNet.

Question: Tax Set-off Program. In addition to the system handling the export and import of files referenced in the link: <https://tax.virginia.gov/sites/default/files/inline-files/SETOFFPROGRAMGUIDE.pdf>, what automation or processes will be required? Please provide a detailed outline of what the program needs to do when importing files.

Response: Export: All Outstanding Debt is referred to Department of Taxation (DOT) via New Claim Update Claim file. (this is done twice a month or at the Debt Setoff Clerk's discretion)

Import: After New Claim Update Claim file is exported, DOT sends records with the associated Claim number. These claim numbers are attached to the VCU Collection system (DRS).

Import: DOT sends up a Match File, this file is used to verify that the matches are valid, if any amounts need to be changed, and if they are valid, a letter is sent to the debt clients, this information is also noted in the debt clients record. (DOT usually sends up 1 file a day). There can be multiple matches for one debt client. Each Match record has its own Match ID.

Export: Match Update file is exported certifying to DOT that VCU accepts the match amounts (that are imported from th Match File), and any changes need to be made to those amounts. Each record in this file is marked for CERTIFICATION.

Export: 10 Days after a match has been certified another Match Update file is sent up to DOT after all match amounts are checked for any changes. Each record in this file is marked for FINALIZATION.

Import: DSO sends up a Payment Information, this file post payments to the DRS system.

Note: All imports/exports are a user driven process. The user can only import/export files through DOT email system.

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

Very truly yours,  
Amy Anthes

Phone: (804) 828-1070

Ontario Systems, LLC  
Name of Firm

[Signature] V.P. and General Counsel  
Signature/Title

8/2/18  
Date





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## Cover Letter

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Ontario Systems is honored to present the Virginia Commonwealth University with this proposal for our RevQ® collection system, designed specifically for public institutions and government agencies. As a leader in revenue recovery solutions, Ontario Systems has proven its solutions, methodology, and approach to providing quality products and services to more than 100 institutions of higher learning and government clients. We have developed, supported, and enhanced our software platforms as a leader in government and public education collections for more than 35 years, and it is with great pride that we offer our next-generation RevQ technology, as a solution to address your unique challenges.

The Ontario Systems team has a proven track record of successful RevQ platform implementations, with over 60 state, county, city and university clients using this solution today. Ontario Systems is ready and eager to submit for VCU's review a productive and proactive centralized collection system that delivers the functionality requirements described in RFP 8116823AA. We are confident in the RevQ solution's ability to automate and improve your collections procedures, reduce manual data entry, process electronic payments, and provide VCU with many other time-saving and revenue-enhancing tools and features.

RevQ technology was built specifically to accommodate the complex needs of a collections department. It allows for flexible, configurable business rules; simplifies routine tasks; and delivers a real-time, automated workflow engine. We are proud of this powerful product, which is the result of our deep-rooted knowledge of both technology and collections.

Once you have reviewed this proposal, we look forward to meeting with you on-site to explore together how the RevQ solution can meet your needs and objectives and add value to your already successful collections program.

Ontario Systems offers RevQ technology to the Virginia Commonwealth University to accommodate, streamline, and enhance VCU's collection processes and maximize results. You can have confidence that Ontario Systems as a partner will stand behind these products, services, and our client focus now and into the future. Thank you for your consideration.

Sincerely,



Jeremy Rust  
Enterprise Sales Executive



# Appendix I

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## 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:
  - "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.
  - "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.
  - "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.
  - "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.



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.*

<b>SWaM Subcontracting Plan:</b> <i>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.</i>

**Commitment for utilization of DSBSD SWaM Businesses:**

0 % of total contract amount that will be performed by DSBSD certified SWaM businesses.

\*Ontario Systems is willing to discuss this further if selected as Vendor, but does not currently anticipate a need to utilize a subcontractor.

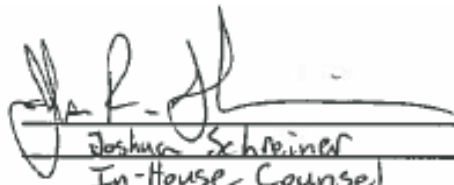
**Identify the individual responsible for submitting SWaM reporting information to VCU:**

Name Printed: N/A  
Email: N/A  
Phone: N/A  
Firm: N/A

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:  
Title:

  
\_\_\_\_\_  
Joshua Schreiner  
\_\_\_\_\_  
In-House Counsel  
\_\_\_\_\_

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

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### 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](mailto:ecommerce@vcu.edu).

#### Payment:

VCU Procurement Services is automating the payment process to the greatest extent possible. Contractors are encouraged to accept payment electronically through the commercial card program. Please review the payment methods described below and select one for your firm.

By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, and the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the commercial card once the commercial card payment process is implemented for the firm.

## Payment Methods

1. **Electronically through a Wells Fargo Visa commercial card:** Payment will be made ten days (10) after receipt of a proper invoice for the amount of payment due, or ten (10) days after receipt of the goods or services, whichever is later.

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

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

Questions regarding this method of payment should be sent to [commcard@vcu.edu](mailto: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:  
Title:  
Name of Firm:  
Date:

  
\_\_\_\_\_  
DAVID L. HAHN  
\_\_\_\_\_  
VP - Finance  
\_\_\_\_\_  
Ontario Systems, LLC  
\_\_\_\_\_  
8/2/18  
\_\_\_\_\_

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: Dawn Davis  
Title: Accountant  
Mailing address: 1150 W. Kilgore Ave.  
Munlic, Indiana 47305  
Email address: dawn.davis@ontariosystems.com  
Phone number: 765-751-7062  
Fax number: 765-751-7498



## Introduction

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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.

Ontario Systems is a leading provider of enterprise revenue cycle management software to the healthcare, accounts receivable management, and government markets. In business since 1980, we offer industry and business process experience; software applications proven in some of the country's largest government offices, leading health care systems and collections firms; conscientious customer service; and a full portfolio of professional services.

Ontario Systems is headquartered in Muncie, Ind. with an office in Vancouver, Wash., where most of our government clients are serviced.

Ontario Systems' products have gained wide market acceptance: More than 100,000 account representatives depend on our products for their daily work, including five of the top 10 counties in the US by population and six out of 10 top cities in the US. Our products also service eight of the top 10 national collection agencies, the nation's leading health care provider, three of the top five hospitals, the top two student loan servicers, and the nation's largest collection law firm.

Ontario Systems is a portfolio company of Arlington Capital Partners, a Washington, D.C.-area private equity firm that manages \$1.5 billion of committed capital. Arlington's three investment funds focus on mid-market investment opportunities in healthcare services, aerospace/defense, government services, and business services and software. The firm's professionals and network have a unique combination of operating and private equity experience that enables Arlington to be a value-added investor for companies in partnership with high-quality management teams that are motivated to establish and/or advance their companies' position as leading competitors in their fields.



## Firm Qualifications

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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.

Provide a list of institutions of higher education with which the firm has a signed term contract. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of VASCUPP Members can be found at <http://procurement.vcu.edu/our-services/university-purchasing/vascupp/>

Ontario Systems provides industry-leading software solutions and consulting services that improve collections success in multiple delinquent receivables markets. We leverage leading collections tools, techniques and technologies with unparalleled collective government experience to deliver compliance improvement and results critical to the markets we serve.

Our solutions specifically focus on offering increased efficiency and automation within the revenue cycle management process. Ontario Systems applications are designed to fit seamlessly into the collections department infrastructure and supply the tools necessary to offer real-time integration with other enterprise applications.

The RevQ team currently supports the following institutions of higher education for their revenue recovery needs:

- Middle Georgia State University
- University of Illinois

In addition to these clients, Ontario Systems has a long history supporting many governments and courts across the country.

Ontario Systems has installed collections systems at government and higher education locations throughout the country since 1982. Over 100 government and higher education clients use our products. We also provide collections software to over 1,000 private collection agencies, hospitals and first-party collection departments throughout the world, serving clients ranging from small to large.

Ontario Systems is proud to offer Virginia Commonwealth University our newest state-of-the-art RevQ system. With over 70 collection departments now running on RevQ technology, it is not only widely accepted, but widely proven. It provides functionality including automated status changes, outside collection agency (OCA) forwarding, and many other capabilities that make collecting on delinquent accounts quicker and more efficient, with less human intervention. The solution's automated letter requests and dialer technologies also make collecting and contacting debtors easier and more cost-effective. The RevQ solution comes standard with account aging and fine assessment capabilities that provide assurance of necessary fees being levied.



Services provided over the last 3 years to clients with needs like those required by VCU:

<b>CLIENT TYPE &amp; LOCATION</b>	<b>SERVICES PROVIDED</b>
<i>University (GA)</i>	<i>Implementation of RevQ system: Included training of users on system setup and end user training. Also included development of a two-way batch data interface with Elucian Software: Banner AR student management system.</i>
<i>Large County (CA)</i>	<i>Conversion of the County departments from RPCS system to RevQ system. Included conversion of data from 4 databases, development of over 20 new product features, development of over 20 disparate system integrations, creation of over 35 new reports. Also included all services related to system setup training, end user training, system acceptance testing support, and project management.</i>
<i>Large County (CA)</i>	<i>Implementation of RevQ system: Included business analysis, project management, assistance with business rules configuration, development of custom report and training of users on system setup and end user training. Also included a conversion of data form an AS400 and development of a two-way, bi-directional batch interface with their existing CMS application.</i>
<i>State Department of Revenue</i>	<i>Implementation of RevQ system: Included project management, planning and design, technical assessment, system setup and end user training, development of programs to convert data into RevQ system, development of multiple interfaces and development of multiple custom reports.</i>
<i>Large City (TX)</i>	<i>Implementation of RevQ system: Included project management, system setup and end user training, development of interface with their CMS and creation of an enhanced module to monitor and forward accounts to outside collections.</i>

Ontario Systems does not currently have a contract with any VASCUPP Member Institution.

# Staff Qualifications

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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.

## ***Company Principals & Experience***

### ***Senior Director, State and Local Government – Steve Ard***

*Steve serves as the Senior Director of State and Local Government at Ontario Systems, beginning his career in the software industry in 1985. Since 1990 he has focused primarily on government collections software solution and has been a key player in the development of government-specific modules for legacy products, as well as on-going custom software development. Steve was the primary designer for a collections application built from the ground up specifically for governments.*

*Throughout the years, Steve has filled roles in programming, design and definition, project management, sales engineering, systems analysis, and QA. He has been involved in implementing Ontario Systems state and local government collections products at all client locations.*

### ***Professional Services Manager - State and Local Government - Mitch Taylor***

*Mitch's primary focus has been with the government division of Ontario Systems during his many years of experience in the collections industry. Mitch spent 10 years at a private collection agency prior to Ontario Systems, where he managed a staff of eight collectors and office staff using both programming and support leadership experience. He enjoys working with clients that are supported by his team members and is a very hands-on manager, staying involved and up-to-date in support, custom programming, upgrades, installations and on-site trainings.*

*Mitch Taylor oversees our Professional Services group for all state and local government clients.*

### ***Enterprise Sales Executive –Jeremy Rust***

*Jeremy brings years of successful business development experience to the table. Since 2005, his background has included service solutions delivery within the sports entertainment, non-profit and government sectors. A highly-effective communicator who easily interfaces with stakeholders at all levels, Jeremy has a track record of building strong client relationships and can be relied upon to deliver timely responses to meet your needs.*

**Client Executive—Brett Sivits**

*Brett has worked as a collection professional since 2003 as a Director of Operations, Collection Manager, and as a collector for an outside collection agency. Brett has also worked as an Accounts Receivable consultant advising many organizations both public and private on a wide array of issues including change management, fully implementing analytics and scoring, regulatory compliance, management/coach development, and collector training.*

*In Brett's current role, he manages all customer relationships while also managing Ontario Systems' State & Local Government Support group.*

**Support Specialist – Brooks Robison**

*Brooks brings his exceptional customer service, strong communication skills, and problem-solving abilities to provide support to government clients. He assists clients using the RevQ solution by providing them with direct troubleshooting help, workflow strategies, database and data issues, and custom reporting. He works with all other government service team members to find quick and customized solutions to meet each client's needs specifically without hindering business productivity. Brooks recently graduated with honors from Brigham Young University – Idaho with a Bachelor's degree in Software Engineering and an Applied Associates in Computer Programming.*

**Support Specialist – Chris Stickney**

*Chris's primary role is on the support team for RevQ technology. His primary responsibilities include working with clients to troubleshoot issues, designing custom SQL reports, training clients and providing system recommendations. Before he began working at Ontario Systems, he graduated with honors from Washington State University with a Bachelor's degree in Computer Science.*

**Project Manager –Bjorn Bakke, SCRUM, PMP**

*Bjorn has years of customer-focused experience in Project Management and Software Implementation. Prior to working for Ontario Systems, he managed the healthcare software implementations, including– acuity, EHR and labor budget management programs to 20+ hospitals in the US and Bermuda where he fostered vital relationships with executive sponsors, stakeholders and implementation team members.*

*Bjorn's core strengths include team building, mentoring, training, leadership, innovative and creative thinking.*

**RevQ Development Manager – Chad Broadus**

*Since 2006, Chad has lead the RevQ development team's efforts to deliver highly usable and stable software that delights users. Prior to joining Ontario Systems, Chad worked as the Director of Products and Support for CAESY Education Systems and as a Regional IT Director for Whole Foods Market.*

**Programmer Analyst – Robert Nyholm**

Robert has years of experience as an analyst/support technician, assisting with data conversions from legacy systems to the RevQ solution, and in defining import/export parameters to accelerate integration with other systems. His knowledge of SQL and technical expertise improves successful client data conversion. If on-site analysis is required, Robert assists in defining the conversion scope and identifying any potential conversion issues.

Robert has provided interface and conversion services and knowledge for many RevQ solution implementations including the City of Virginia Beach, San Francisco Superior Court, Santa Barbara Probation and the 21<sup>st</sup> Judicial District in Louisiana.

**Implementation Specialist – Aaron Burge**

With his information technology background, Aaron brings years of experience as Ontario Systems' primary Implementation Specialist. Aaron is the senior systems administrator for RevQ software as a Service (SaaS) hosted environments. As an Implementation Specialist, he focuses on effective hardware and software requirements analysis, proficient server and environment configurations, and successful software installation and authentication.

Aaron has assisted our state and local government clients with installing RevQ technology and troubleshooting connectivity and other issues for all state and local government clients. Aaron has worked with many clients including the State of Montana Department of Corrections, State of Alaska Department of Law, City of Virginia Beach and San Francisco Superior Court.

**Support Specialist – Angel Davis**

Angel's problem-solving skills and experience are invaluable to our support group. Angel has worked as a trainer and support member on the RevQ team for over 10 years.

**Software Consultant and Trainer – Kellie Mendenhall**

Kellie has performed training, support and consultations for many years, and has been responsible for on-site and remote client and regional group trainings, and personalized business process consultation trainings for the bulk of her career. Her primary responsibilities include consulting, training and business analyses for our state and local government clients. Kellie's problem-solving skills enable her to analyze a client's business needs and configure RevQ technology for maximized collection efforts. By performing software setups with the client, she helps them understand how the technology can best benefit their collection efforts.

Kellie has delivered system administration and user training to our clients including State of Georgia AOC, Stafford County Virginia, City of San Jose and City of Austin among many others.

**Business Analyst – Kevin Mattson**

With a broad base in communications, education and technical expertise, Kevin brings a skill set that enables quality analysis and client interaction. He has years of experience in the industry and with software projects including training, support and custom programming that have extended his understanding of the entire client relationship.

***In-House Counsel – Joshua Schreiner***

*With his legal and business background, Joshua brings years of experience negotiating and managing client and vendor partner contracts, including software licensing agreements and service agreements.*

***Company Individual Resource Qualification***

*Resumes included on following pages.*

**PROFESSIONAL  
POSITION**

**Chief Operating Officer**

Ontario Systems – State & Local Government  
Vancouver, Washington 2015 - Present

- Oversee client care, development, sales, professional services and related operations

**Operations Manager**

Ontario Systems – State & Local Government  
Vancouver, Washington 2008 – 2015

- Oversee operations of Government Services
- Develop Government Services Market

**PREVIOUS  
EXPERIENCE**

**Product Development Manager**

Ontario Systems – State & Local Government  
Vancouver, Washington 1996 – 2008

- Project Management
- Product development of new RevQ modules for and development on existing products
- Coordination of custom programming for government clients

**Product Development Specialist**

Ontario Systems – State & Local Government  
Vancouver, Washington 1990 – 1996

- Developed and installed A/R Systems
- Product development on government products for cities and counties in the State of California
- Support and development programming for medical and collections software

**EDUCATION**

**Technical Degree**

**PROFESSIONAL POSITION**

**Director of Professional Services**

Ontario Systems – State & Local Government  
Vancouver, Washington 2018 – Present

- Oversee Professional Services for all government clients

**PREVIOUS EXPERIENCE**

**Director of Client Services**

Ontario Systems – State & Local Government  
Vancouver, Washington 2015 – 2018

- Oversee Client care for all Ontario Systems & government clients

**Product Support Manager**

Ontario Systems – State & Local Government  
Vancouver, Washington 1999 – 2015

- Coordinate Installation Specialists
- Hiring/performance appraisals of Product Support Specialists
- Troubleshoot hardware and software problems
- Software & System administration training
- Custom programming maintenance

**Senior Programmer**

Ontario Systems – State & Local Government  
Vancouver, Washington 1996-1999

- Interact and coordinate effectively with analyst and/or clients, providing programming enhancements and changes
- Assist team to maintain custom programming projects
- Assist clients in identifying and providing solutions to new (collection) business demands

**Programmer - Systems Technician**

CheckRite International - Systems Division  
Salt Lake City, Utah 1990 – 1996

- Interact and coordinate effectively with analyst and/or supervisor to provide programming enhancements and changes to the Ontario Systems Business System Collector Software
- Lead and organize team to maintain custom programming projects
- Assist the system division in identifying and providing solutions to new (collection) business demands
- Assist with hardware and software system maintenance on the HP9000 system, point-of-sale system (both on and off site), and inter-office network

**EDUCATION**

**Public Relations/Journalism**

Brigham Young University  
Provo, Utah 1989

**PROFESSIONAL POSITION**

**Client Executive**

Ontario Systems – State & Local Government  
Vancouver, Washington 2017-Present  
Client Relationship Management

- Manage Support Team

**PREVIOUS EXPERIENCE**

**Account Manager**

Ontario Systems – State & Local Government  
Vancouver, Washington 2015 – 2017

- Manage over 100 Public Sector Clients
- Ensure clients are receiving highest level of service
- Work with clients from a contract perspective to bring new solutions and information to bear on challenges every government entity faces

**Consultant Operations**

The Intelitech Group  
Vancouver, Washington 2010-2015

- Worked with clients in all sectors of collections Industry
- Worked closely with clients to improve performance by implementing new forms of skip data and scrubbing, multiple models of propensity scoring, and creating and implementing new reporting schemes
- Worked closely with clients to implement new technology while ensuring full integration with existing tools

**Director of Operations**

Checknet  
Provo, Utah 2008-2010

- Managed all debt collecting operations of a full-service debt collection agency.
- Responsible for collectors and their performance as well as operation of entire department including technology, data implementation and strategic operations.

**EDUCATION**

**Bachelor of Science-History/Political Science**

Utah Valley University  
Orem, Utah 2008



**PROFESSIONAL POSITION**

**Enterprise Sales Executive**

Ontario Systems – State & Local Government  
Vancouver, Washington 2016 – Present

- Responsible for government business development in Eastern US territory
- Complete demonstrations to marketplace
- Evaluate client needs & coordinate proposal process

**Manager**

Member Services  
Indianapolis, Indiana 2010-2016

- Oversaw annual membership renewal of 1,800 partner companies
- Served as primary point of contact to ensure member satisfaction
- Ensured product knowledge and effective usage

**Licensing Coordinator**

Indianapolis Motor Speedway  
Indianapolis, Indiana 2005-2007

- Oversaw acquisition of new “officially licensed” products.
- Designed consumer retail campaigns
- Monitored and maintained agreements to protect IMS licensed brand integrity

**EDUCATION**

**Bachelor of Art – Political Science**  
DePauw University 2003

**PROFESSIONAL  
POSITION**

**Project Manager**

Ontario Systems

Vancouver, Washington 2014-Present

- Ensure team members understand assigned tasks, what their priorities are and that they are accountable to complete tasks with a high degree of quality within established timeframes
- Administers contracts and statements of work with clients through full cycle of request for work to delivery and billing.
- Implements standard project management procedures, tools and processes within the internal project management team to improve quality, reduce time to value, and increase overall customer satisfaction
- Participates with internal project management team in creation of continuous improvement process development and implements across all client-facing departments

**PREVIOUS  
EXPERIENCE**

**Senior Consultant**

MDP Systems

New York, New York 2011-2014

- Project management
- Training delivery to super users
- Setup and maintaining Customer Relationship Management (CRM) and Technical Support web portal
- Software testing and submitting of bugs
- Computer Based Training (CBT) interactive video creation
- Real-time product demonstration and training on new features, modules and upgrades
- Market research

**Training and Deployment Manager**

First Insight Corporation

Hillsboro, Oregon 2010-2011

- Project Management
- Developed project implementation plans with tracking of training success via several assessment methods, including client self-assessment for go-live success
- Managed the creation of implementation material including project plan, surveys, computer-based training material and reporting
- Worked with stakeholders, hosted weekly escalation and support meetings with upgrade team and deployment team, tracked and monitored client success and issue resolutions
- Let Beta clients through initial product testing, training and escalations
- Created post-implementation support via Client Advocate role

- Created single point of contact for clients in the upgrade phase via Upgrade Implementation position
- Established structure, tracking and follow up methods for all clients in all phases of implementation and deployment.

## **EDUCATION**

### **Bachelor of Art – Business/Marketing**

Portland State University

Portland, Oregon

## **CERTIFICATIONS**

- Project Manager
- SCRUM Master

**PROFESSIONAL  
POSITION**

**RevQ Development Manager**

Ontario Systems – State & Local Government

Vancouver, Washington 2006- Present

- Gather internal and external client feedback, then write Software Requirements, Use Cases, and design UI mockups that engineering uses for construction
- Coordinate and assign work to the engineers and QA, shepherding the release cycle from design, to construction, through QA, past BETA testing, then on to general release and post-release support

**PREVIOUS  
EXPERIENCE**

**Director of Products and Support**

CAESY Education Systems

Vancouver, Washington 2004-2006

- Oversaw strategy, product development, IT, technical support, customer service, and video production
- Worked closely with corporate partners, clients, and sales and marketing teams, taking products from concept to release
- Instigated a reboot of all CAESY products, modernizing our complete catalog of video assets, implementing a more efficient backend for our server product, and completely revamping the web-based product with a more stable infrastructure and new graphic design

**IT Director**

CAESY Education Systems

Vancouver, Washington 2001-2004

- Responsible for strategy, planning, implementation, and maintenance of all IT/Telephony infrastructure, including the leadership of a six-person IT staff for an organization of 70 employees.
- Created a modern, stable, and efficient IT infrastructure
- Built tech support team from the ground up
- Designed a custom tech support ticket system

**Regional IT Director**

Whole Foods Market

Plantation, Florida 1997-2000

- Provided leadership and direction for the Florida region of Whole Foods Market, covering seven facilities throughout the state.
- In partnership with the Regional President, Vice President, and fellow departmental Coordinators, developed and met quarterly goals.
- In an environment of very aggressive and rapid expansion of the region, managed planning, design, budget, purchasing, and implementation of all IT/telephony systems for new store openings, from conceptual blueprints to opening day.

**EDUCATION****Letters**

University of Oklahoma

Norman, Oklahoma 1991

**PROFESSIONAL  
POSITION**

**Systems Integration Analyst**

Ontario Systems – State & Local Government  
Vancouver, Washington 2012 - Present

- Perform data analysis and implementation functions
- Develop T-SQL scripts for import/export functions related to collections
- Planned, developed, tested, and implemented C# applications to transform data
- Analyze client data structures to determine best methods of importing data
- Develop data transformation plans
- Communicate with the client the necessary data elements required for implementation
- Perform application configuration
- Provide data consulting services to our clients, both on-site and over the phone
- Develop data conversion documentation to assist the client during the conversion process
- Provide troubleshooting services throughout conversion process to ensure data integrity

**PREVIOUS  
EXPERIENCE**

**Client Support Specialist**

Ontario Systems – State & Local Government  
Vancouver, Washington 2010 - 2012

- Managed client relations and support for beta client implementations of new software project. Addressed client concerns and translated their needs into technical specifications for developers
- Worked remotely on client systems to perform software installations, system integrations and validation, DBMS upgrades, and troubleshooting functions
- Performed functional analysis on client systems and boosted ROI by reducing waste and increasing efficiency
- Developed test scripts and account flow management tools for collections agencies
- Documented client contacts utilizing OTSI CRM software
- Developed dictionary items, applied patches, and performed debug troubleshooting using PICK/Basic programming language
- Communicated with business unit leaders and technical support team to identify potential software defects

**EDUCATION**

**Bachelor of Art - Management Information Systems**

Washington State University Vancouver  
Vancouver, Washington 2010

**Continuing Education**

- T-SQL Certification Training
- C# Programming Experience
- MapForce/XMLSpy Training
- XSLT
- Networking – Cisco Training
- SQL Server Administration
- PHP/MySQL Programming
- Project Management

**PROFESSIONAL  
POSITION**

**Implementation Specialist**

Ontario Systems – State & Local Government

Vancouver, Washington October 2007 –Present

- Computer and Information Technology Specialist responsible for handling all State and Local Government computer related issues - primarily working on computer issues with prospective clients, current clients and State and Local Government associates
- Provide technical direction and on-going support for State and Local Government Software as a Service (SaaS) hosted environments
- Assist prospective clients in determining technical needs for State and Local Government software and services
- Oversee installation, configuration, maintenance and troubleshooting of highly available hosted SaaS environment, RevQ application and Microsoft SQL Servers
- Manage and coordinate staging projects
- Provide new clients with technical support as new system is implemented
- Serve as informational and technical resource for product management
- Manage server security for all client servers
- Monitor SQL database and Application server performance
- Provide on-call support
- Maintain State and Local Government Microsoft Certifications and Microsoft Partner programs
- Apply all product version upgrades to State and Local Government hosted SaaS environments
- Apply monthly Microsoft monthly patches to All State & Local Government servers

**PREVIOUS  
EXPERIENCE**

**Information Technology Field Service Technician II**

Safeway, Inc. – Corporate Office

Clackamas, Oregon 2005 – 2007

- Desktop Support Technician, supporting company standard application and hardware platforms installed throughout Clackamas Corporate Office and Remote sites; Distribution Center, Bread and Milk Plants
- Work with Support Center and other Corporate IT groups on problem assignments and resolution
- Supervised team of three to achieve business unit goals
- Organize and execute daily as well as quarterly company projects
- Conduct weekly payroll printing for all Portland division stores and employees
- Procurement and inventory control of all technical equipment
- Managed group level 99.13% Server Level Agreement case resolution for the year of 2005

### **Information Technology Field Service Technician I**

Safeway, Inc. – Corporate Office

Clackamas, Oregon 2000 – 2005

- Desktop Support Technician, supporting company standard application and hardware platforms installed throughout the Clackamas Corporate Office and Remote sites; Distribution Center, Bread and Milk Plants
- Work with Support Center and other Corporate IT groups on problem assignments and resolution
- Build, personalize and support over 500 desktop and laptop personal computers
- Maintained 97.5% SLA case resolution to over 2000 service tickets in the year 2004
- Communicate and train corporate management on new technology hardware and software
- Provide troubleshooting and resolution to LAN problems, support company standards application
- Ensure successful backups of all critical data

### **Information Technology Field Specialist**

Safeway, Inc.

Clackamas, Oregon 2000 – 2001

- Statewide Field Service technical support of all retail facilities, perform pilot install and division quarterly project rollouts of new technology
- Provide training to facility employees on software and hardware
- Configure, install and maintain retail network, desktop and peripherals
- Manage time to complete multiple tasks in a timely manner
- Perform quarterly pilot project installs
- Provide verbal and written instruction to facility managers

## **EDUCATION**

### **Associated Degree - Computer & Network Technology**

Pioneer Pacific

Wilsonville, Oregon 1999

### **Bachelor of Science in Information Technology**

University of Phoenix

Clackamas, Oregon, Present

Courses complete: Cumulative G.P.A. – 3.89

- Skills for Profession Development
- Computer and Information Processing
- Critical Thinking and computer Logic
- Fundamentals for Business Systems Development
- Project Planning and Implementation
- Programming Concepts



**PROFESSIONAL  
POSITION**

**Software Consultant**

Ontario Systems – State & Local Government  
Vancouver, Washington 2016 - Present

- Work with RevQ Implementation team and PM on all RevQ projects
- Work with RevQ Implementation team and PM on all RPCS to RevQ conversion projects
- Perform onsite and online training sessions for existing clients
- Provide onsite consultations to assist clients with process improvement
- Create and update all training materials as new features or modules become available
- Work with Product Manager to help design new features
- Created Business Analysis packages to offer clients onsite visits along with suggestions on how to better processes and training for new processes
- Cross-train colleagues on RevQ

**PREVIOUS  
EXPERIENCE**

**Software Trainer**

Ontario Systems – State & Local Government  
Vancouver, Washington 2012-2016

- Mastered RevQ product
- Worked closely with PM and team members to make each implementation a success
- Performed onsite and online trainings for clients
- Conducted webinars on new releases and features of RPCS and RevQ
- Created training packages to offer clients which include customized documentation and both onsite and remote training time
- Provided internal training for new employees and vendors
- Tested RevQ new releases and reported any defects to QA
- Performed onsite Business Analysis and Consultations with clients

**Client Support Technical Lead**

Ontario Systems – State & Local Government  
Vancouver, Washington 2005-2012

- Analyzed and provided solutions for complex client software issues
- Kept clients informed about status of their issues with regular communication
- Assisted other support representatives in solving difficult issues
- Read programs, made custom changes to meet client needs
- Presented ideas for improvement in process, documentation and support to superiors
- Managed staging and conversion process for client's new servers
- Performed onsite Business Analysis and made recommendations
- Created and modified training manuals
- Worked with Documentation team to create new RPCS User Guide
- Installed and managed all RPCS module installations

- Worked closely with PM to ensure all projects were a success
- Planned, managed and conducted personalized onsite client trainings
- Created small programs to assist with support

### **Senior Client Support Specialist**

Ontario Systems – State & Local Government  
Vancouver, Washington 2000-2005

- Analyzed and provided solutions for client software issues
- Coordinated and facilitated training trips with clients
- Mentored and assisted other team members
- Transcended team divisions by cooperating with and assisting others
- Educated clients on how to utilize RPCS software to best manage and enhance collection efforts
- Trained new clients how to use RPCS software
- Multi-tasked to provide best service possible for all clients
- Organized workload to exceed contractual requirements and client expectations
- Designed training materials for Government Collections Conference
- Held formal training classes for RPCS and government modules

### **Client Support Specialist**

Ontario Systems – State & Local Government  
Vancouver, Washington 1999-2000

- Troubleshoot and resolved client software issues
- Trained clients to use RPCS software via phone, web and onsite
- Coordinated new release beta testing with clients; resolved issues involving new features
- Carried support pager and assisted clients after hours, as needed
- Held formal training classes for clients

## **EDUCATION**

### **Bachelor of Art**

Washington State University  
Pullman, Washington 1989

### **Continuing Education**

- Unix 101
- Access I
- Access II
- Crystal Reports I
- Crystal Reports II
- SQL Query
- SQL Server 2000
- Visual Basic

**PROFESSIONAL  
POSITION**

**Client Support Specialist**

Ontario Systems – State & Local Government  
Vancouver, Washington 2015 – Present

- Provide daily RevQ Support for existing clients
- Onsite and remote client training

**Contract Specialist**

Ontario Systems – State & Local Government  
Vancouver, Washington 2012 - 2015

- QA Testing for new release and upgrades
- Online training videos

**Training Specialist**

Ontario Systems – State & Local Government  
Vancouver, Washington 2006 - 2012

- Onsite client training
- Regional client trainings
- Create and maintain training documents and website
- Support and solutions for existing clients on RevQ

**Client Trainer and Support**

**CAESY, A Patterson Company**

Vancouver, Washington 2006-2006

- Remote client training
- Customer support and solutions for current clients
- Trade show sales and new client sales

**EDUCATION**

**Bachelor of Art**

Southeastern Louisiana University, 2000

**PROFESSIONAL  
POSITION**

**Business Analyst**

Ontario Systems – State & Local Government  
Vancouver, Washington 2005 - Present

- Communicate and analyze business processes to determine optimal way to configure product
- Perform gap analysis and recommend changes to business practices and product changes
- Prepare documents describing analysis for associates to use in training

**PREVIOUS  
EXPERIENCE**

**Teacher**

Evergreen School District  
Vancouver, WA 2001 – 2005

- Instruct students according to State, District and department standards

**Web Designer**

Bureau of Mines  
Spokane, WA 1999 – 2001

- Manage website according to CDC standards and templates
- Develop training materials using Adobe Premiere, 3D Studio Max, Dreamweaver and other technologies

**EDUCATION**

**Bachelor of Computer Science Education**

Eastern Washington University  
Cheney, WA 2000

**Master of Computer Science Education**

Eastern Washington University  
Cheney, WA 2001

**PROFESSIONAL  
POSITION**

**House Counsel**

Ontario Systems

Vancouver, Washington 2012 - Present

- Prepare and examines licensing agreement with clients and partners
- Oversee corporate compliance with laws, regulation, and industry standards
- Oversee employee data security, privacy, and policy training

**PREVIOUS  
EXPERIENCE**

**Owner/Attorney**

Schreiner Law, LLC

Bend, Oregon 2010 – 2011

- Provide legal services for consumer debtors in chapter 7 and 13 bankruptcy and consumer protection cases in circuit court

**Law Clerk**

W. Justin Cottrell, PA

Naples, Florida August 2009 – 2010

- Conduct bankruptcy client intake, petition preparation, petition filing, amendments, drafted responses to motions Add description here

**Federal District Judge Clerk**

Honorable Judge Ronald White

Muskogee, Oklahoma – 2008

- Draft and edit judicial orders and judgments

**LICENSES**

- Washington State Bar – May 2014
- Oregon State Bar – October 2010
- United States District Court – December 2010

**MEMBERSHIP**

- Member Attorney Program of ACA International
- Debtor Credit Section of Oregon
- Corporate Counsel Section of Oregon

## References

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

Organization	Contact	Title	Email
University of Illinois System	Erin Wheet	Senior Associate Director, USFSCO	ewheet2@uillinois.edu
Middle Georgia State University	Ana Evans	Bursar	ana.evans@mga.edu
City of Virginia Beach	Tom Musumeci	Deputy Treasurer	tmusumec@vbgov.com



# Work Plan

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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.

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. Background Information

1. Accounts Receivable

- a. The accounts receivable result from

- i. Federal (Perkins and Title VII) and Long Term University loans
- ii. VCU accounts receivables to students for tuition and fees; and
- iii. Bad checks

- b. The following is a current breakdown of VCU's outstanding accounts as of May 22, 2018

Accounts	Number of Accounts	Outstanding Balance
Student Loans	2,050	\$7,057,035.00
Tuition and Fees	10,973	\$49,430,703.00
Miscellaneous	367	\$251,907.00
Total	13,390	\$56,739,645.00

2. VCU Pre-Collection Attempts

- a. VCU will make an appropriate written demand to the debtor, informing the debtor of the consequences of the debtor's failure to make payment. These may include:

- i. Letters to the debtor
- ii. Litigation; if pursued by VCU, may have already occurred prior to placement with a collection agency
- iii. Garnishment; and
- iv. Debt set-off



B. New Collection System

1. Account Placement

- a. VCU anticipates that all existing accounts (including archived accounts) in the current VCU managed system will be moved to the awarded system as a result of this RFP as a one (1) time placement within thirty (30) to sixty (60) days of acceptance of the new solution.

Ontario Systems will work with VCU. Conversion process and programs will be created to accommodate moving existing accounts into the RevQ system. Testing will be performed to the end that movement of the accounts can be easily accomplished immediately following acceptance of the new system implementation.

- b. Accounts assigned to an outside collections agency, Attorney General's Office of Virginia, or assigned to the U.S. Department of Education will also be moved to the awarded system.

The RevQ system offers integrated interfacing capabilities with outside collection agencies and data vendors. As part of the conversion and integration process, Ontario Systems will configure the system to communicate with outside collection agencies and any other account placement providers, such as the Department of Education and Attorney General's Office of Virginia. Migration of these accounts will be a coordinated effort between Ontario Systems, VCU, and the data provider.

2. New Accounts referred to the collection system

- a. The VCU Collection Unit will receive on average 2,200 new accounts from our Student Accounting Department and our loan service provider (Heartland ECSI).
- b. VCU anticipates that new accounts will be placed with the Contractor awarded a contract as a result of this RFP within thirty (30) to sixty (60) days of acceptance of the new solution.

The RevQ product can manage many imports methods both automatically and manually. Ontario System generally seeks to automate processes to provide accurate and effective use of client resources.

3. Account Value

- a. The dollar value of the accounts to be placed with VCU will vary.

4. Our current loan service provider for Federal and University Loans is Heartland ECSI.

Ontario Systems has experience interfacing with Heartland, however it is our experience that each deployment is unique. Ontario Systems, in general has experience interfacing with hundreds of different systems over the years and is confident in the ability to successfully interface with any system.

C. General Requirements

1. Collection Services

- a. At minimum, the Contractor should provide and/or perform all labor, supervision, materials, supplies, and incidentals necessary to provide the collection system.

Ontario Systems is prepared to provide and/or perform all labor, supervision, materials, supplies, and incidentals necessary to provide the collection system either on a VCU server or in the cloud.

- b. The Contractor shall ensure that all collection services are in strict accordance with all proper and lawful means, to include, but not limited to:

- i. The Fair Debt Collection Practice Act (P.L. 96-109);
- ii. Any regulations established by the Federal Trade Commission specifically relating to the Gramm-Leach Bliley Act.
- iii. State regulatory agency requirements; and
- iv. Any due diligence requirements promulgated by relevant authorities.

Ontario Systems provides products and services for VCU to carry out collection services in accordance with applicable rules and regulations. Though the responsibility of maintaining compliance with local, State and Federal regulations always falls with the client, Ontario Systems' Chief Compliance Officer regularly reviews Ontario Systems' products and services for compliance purposes.



3. The Contractor should promptly accept and undertake for loading to the new collection system all unpaid accounts and archived accounts that VCU refers to the system for collection, regardless of the number of accounts and the amount to be collected.

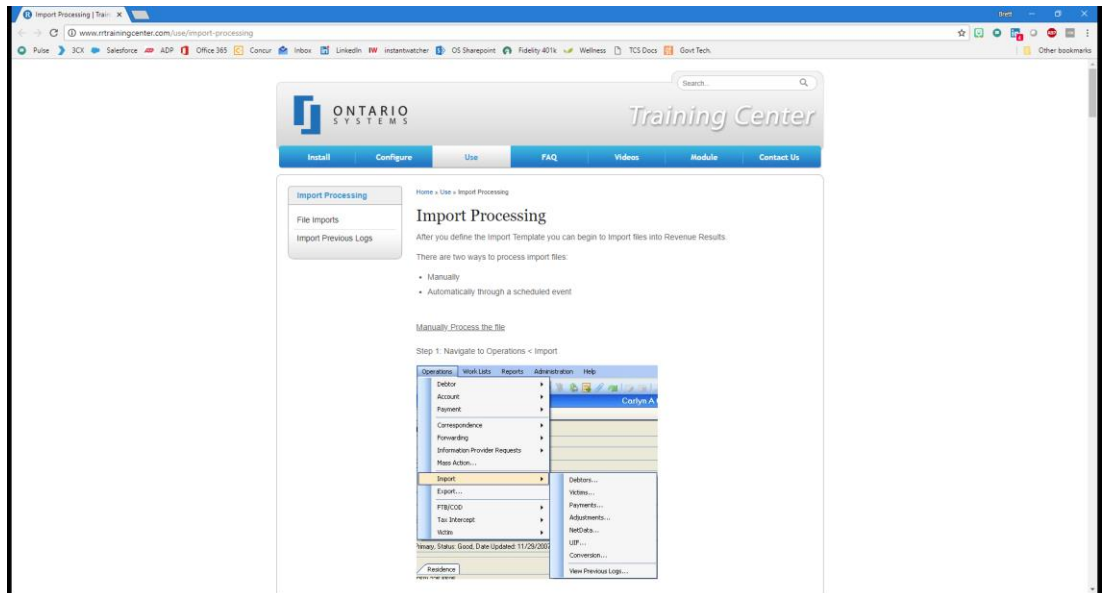
During the conversion process, Ontario Systems will load all unpaid and archived accounts into the system. Further, a file template will be agreed upon for all account types for VCU to easily import accounts at any time.

Following conversion, there is no limit to how many accounts can be added to the system.

4. The Contractor shall provide training of five (5) to ten (10) VCU staff in person during conversion period with soft and hard copies of training materials and documentation and provide follow-up on-site training annually for those VCU employees who received the initial training.

Ontario Systems will provide onsite administration/setup training for management, as well as a separate visit for end-user training. The Consultant will provide required documentation for each session. In addition, the RevQ system has contextual help buttons throughout the application that direct users to the appropriate section of the RevQ system Help page.

For example, if the user clicks Help on the Import Processing page, the system will direct them to the Import Processing section of the online help.



Ontario Systems staff will provide training to VCU staff in several methods including annual onsite training for all VCU staff.

5. The contractor shall provide soft copies of any additional system, process, and business functional documentation relevant to the implementation, day-to-day operations, and management and maintenance of the selected solution. The contractor shall provide a means for VCU to obtain updated system documentation as part of future upgrades or updates to the software.

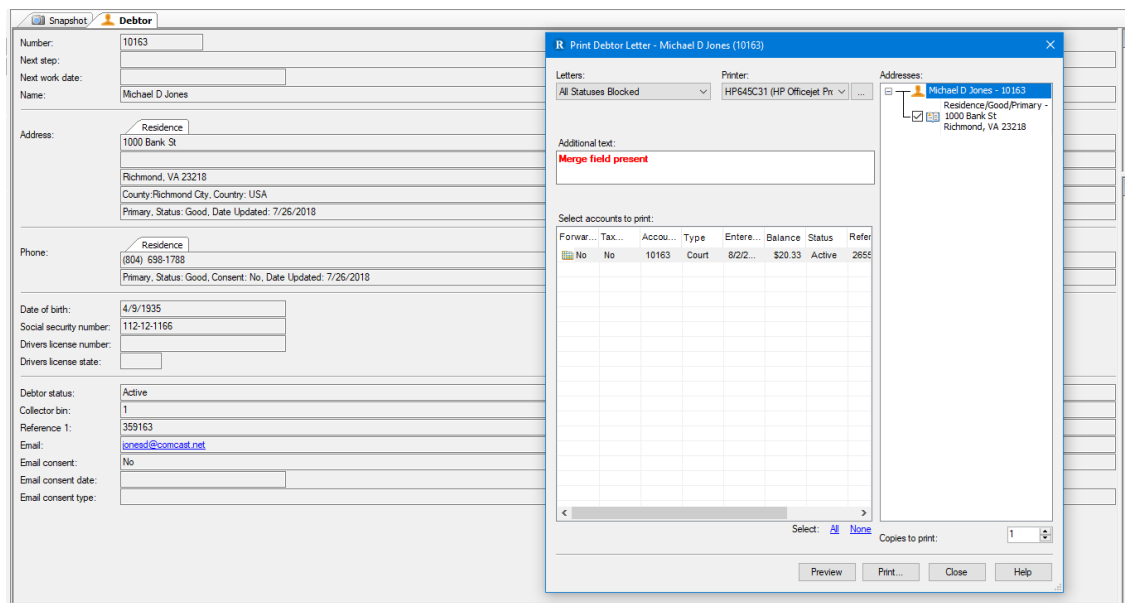
The RevQ system's online Help is updated with each new major release and is accessible at the click of a button. Topics can be printed out as needed or copied into a Word document allowing VCU to modify to include internal processes for staff. If online Help does not meet VCU's documentation needs, Ontario Systems can provide hard copies.

D. Collection System Requirements

At minimum, the Collection System must:

1. Generate manual and automated letters

The RevQ system can generate letters both manually or automatically. While working a student account, several actions can be performed, including a letter request. The following can be selected: letter name to send, which account(s) to include, and which printer to select. Letters can be placed into the letter queue or printed immediately. Letters can also be generated automatically through several different methods including; defined workflows, automated letter series, automatic payment plan letters, scheduled events and more. The system does include email capability.



2. Have a tickler or next action system for collectors

The RevQ system has a manual tickler system based on customized Work Lists. Work lists allow users to define criteria to bring a student to the attention of the collector for follow up. Examples include a collector's ability to note a specific date and or time to recall a student.

**R Edit Next Step For Rolando U Abbott**

Next step:

Next work date:

Time:

Name ▲	Total Debtors	Unworked Debtors	Description	Type	Total V...
High Balance	1000	999			\$1,501,...
Main Screen Test	17	17	Test of wor...	Once O...	\$20,247...
Print Test	106	106	Test for prin...	Once O...	\$91,732...
Retain Worked	391	391	Test Retain...	Daily	\$326.29...
<b>Todays Work</b>	<b>1000</b>	<b>1000</b>			<b>\$888.61</b>

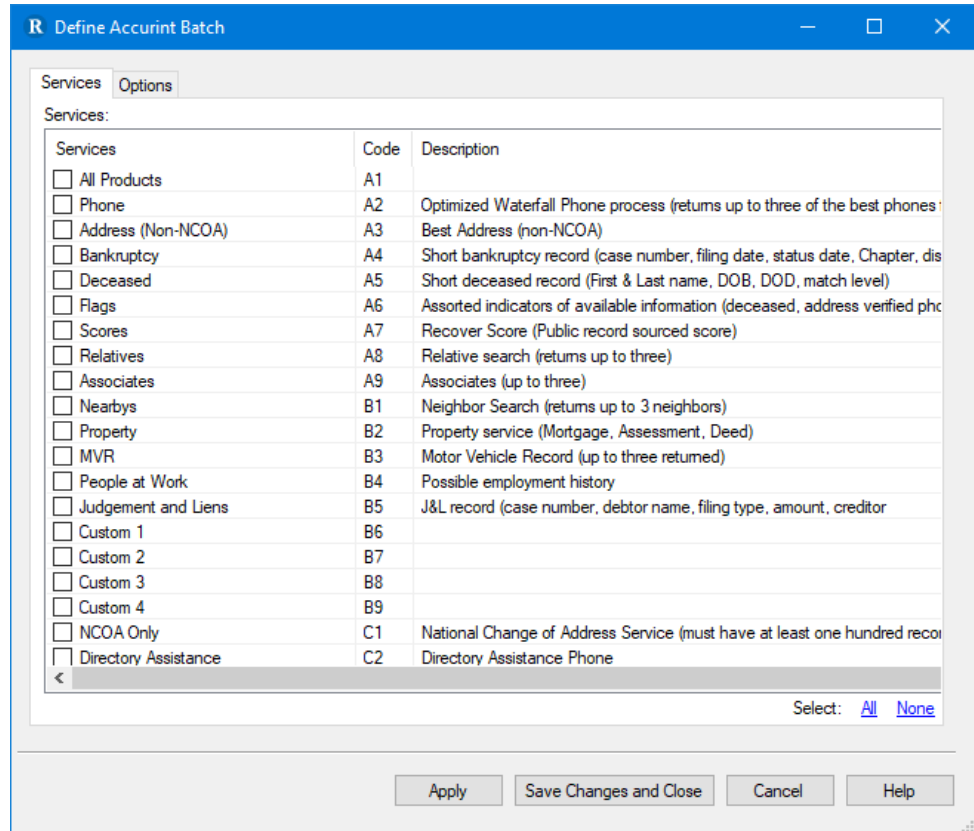
  

Work list details:		Current =	Next =	Worked =	Debtor Balance	Debtor ...	Debtor ...	Debtor ...
Debtor Number	Debtor Name	Debtor Status						
10208	Pugh, Lavem B	Active			\$34.00	1		
12720	Melvin, Miriam P	Active			\$1,581.42	1		
14619	Leigh, Tysha C	Active			\$806.00	1		
13372	Ring, Nelly E	Active			\$2,348.45	1		
14284	Jeffery, Ramee R	Active			\$471.00	1		
13203	Vann, Kenya N	Active			\$2,161.47	1		
13509	Craven, Sandi P	Active			\$2,211.00	1		
11338	Brookins, Kourtney D	Active			\$251.75	1		
11460	Leboeuf, Nieves H	Active			\$351.77	1		
13633	Maguire, Nikita O	Active			\$2,335.00	1		
10095	Aquino, Aminda Y	Active			\$125.00	1		
12398	Elmore, Long M	Active			\$781.75	1		
13445	Crisp, Jeanna D	Active			\$2,147.00	1		
12110	Reltz, Meghann H	Active			\$725.18	1		
11739	Ives, Salina N	Active			\$452.00	1		
12626	Bower, Melanie E	Active			\$1,328.00	1		
11915	Miliken, Odette L	Active			\$540.00	1		
14829	Glaser, Estefana J	Active			\$1,137.59	1		
12669	Starks, Gertrude X	Active			\$1,371.00	1		
13073	Tovar, Maritza H	Active			\$2,005.22	1		
10717	Good, Bud O	Active			\$543.00	1		
13442	Dupre, Taryn Z	Active			\$2,144.00	1		
13825	Murrell, Floretta J	Active			\$2,527.00	1		
11302	Lock, Tamekia P	Active			\$260.42	1		
13322	Hawley, Lauri F	Active			\$2,024.00	1		
11593	Kersey, Indra P	Active			\$379.00	1		

Worklists can also be predefined to designate accounts based on the predetermined criteria for certain actions. Examples could include legal action for accounts on payment plans that are more than 90 days delinquent, or forward to an outside collection agency after ninety days, etc.

3. Pull skip trace reports

The RevQ system has skip trace tools available to collectors in two methods. A work list can be generated of student accounts with bad or no address information to allow the collector to know whom to follow up with for updated information. An optional module is available to link directly with Accurant for skip tracing individual students or in an Accurant batch. VCU will need to have an agreement in place with LexisNexis for Accurant functionality.



4. Have the ability to pull credit bureau reports

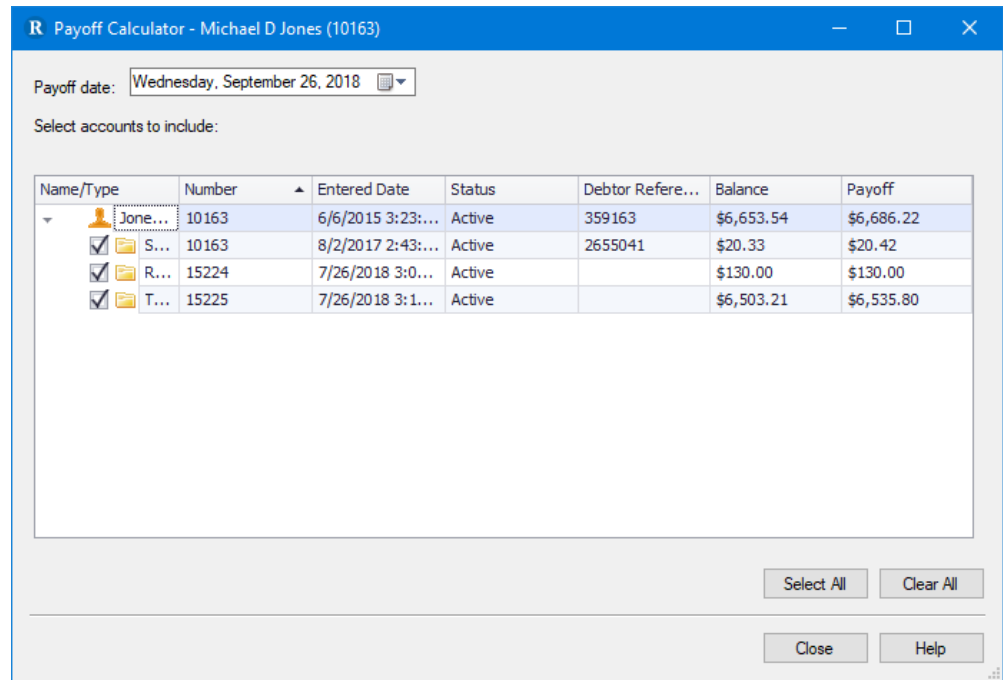
The RevQ system has an optional module that processes and requests Experian Credit Bureau reports. Student accounts can be sent to Experian manually, in a mass qualification or through automatic system workflows. The student account is noted that the credit report has been requested and all results received from Experian are noted and updated to the student record. An activity report is also available to reflect which student accounts have been send to Experian by date range. VCU will need to have an agreement in place with Experian for such functionality for such functionality.

5. Generate warrants and garnishments using data from system

Using the RevQ Letters feature, users can define any document such as garnishments and warrants and have those auto populate with data from the system using merge fields. Standard fields as well as custom fields are available to populate as merge fields on a defined letter. These warrants and garnishments created can then be manually requested by the collector or setup to generate automatically through a workflow event.

6. Calculate pay-offs for a specific date

The RevQ Payoff Interest Calculator feature provides a method to determine a future payoff amount including interest through the future date selected. Merge fields are also available to place the payoff calculation onto a letter.



7. Have an option to charge interest and change interest rates on all accounts

Interest can be charged on accounts in the RevQ system in the form of daily interest or two options for monthly interest. Monthly 30/360 divides the interest rate by 12 and applies it on the first of the month. Monthly Actual/365 divides the interest rate by 365 and applies it on the first of the month for the number of days in that month.

Interest can be added to an account manually or during an account import. The RevQ system also includes a Mass Interest Update feature that allows users to update interest rates on any account type that is currently charging interest and applies it universally to all accounts.

8. Allow collection status to be changed on accounts (from tuition and fees to write off, to bankruptcy status and back to collection status and from regular collections to judgment status, etc.)

Status of an account and/or student is clearly displayed on the view in the RevQ system, allowing collectors to easily see what the collection status of the account is. Status can be changed manually or through system generated workflows. The status of an account may change many times. A history of all statuses will be available on the student and/or account notes and in several reports.

Accounts (3)						
Forwarded ▲	Tax intercept	Account number	Type	Entered date	Balance	Status
No	No	15224	Returned Checks	7/26/2018	\$130.00	Active
No	No	15225	Tuition and Fees	7/26/2018	\$6,503.21	Active
No	No	10163	Student Loans	8/2/2017	\$20.33	Active



9. Allow for demographic update of accounts

Demographic updates are allowed on the student or account level. All changes made to demographics will be displayed on the information screen. A history of all changes is maintained in the student and account notes.

The screenshot shows a software window titled "Edit Student" with a blue header bar. The form is organized into several sections:

- Name:** Fields for Prefix (dropdown), First (Michael), Middle (D), Last (Jones), and Suffix (dropdown).
- Address:** A "Residence" tab is active. Fields include Address (1000 Bank St), City (Richmond), State (VA), Zip (23218), County (Richmond City), Status (Good), Country (USA), and Source (dropdown). A checkbox "Is primary address" is checked.
- Phone:** Fields for Area Code (804), Number (698-1788), and Extension (empty). Status is Good, and Source is a dropdown. A checkbox "Is primary phone" is checked, and "Consent to call" is unchecked. There are fields for "Consent date" and "Consent type" (Mail).
- Personal Info:** Date of birth (4/9/1935), Social security number (112-12-1166), Drivers license number (empty), and Drivers license state (dropdown).
- Debtor Status:** Active (dropdown).

At the bottom, there are tabs for "Main Information", "Accounts", "Contacts/Employment", and "Ability to Pay". The "Main Information" tab is selected. At the bottom right, there are buttons for "Save Changes", "Cancel", and "Help".

10. Have a customer self-service portal controlled by VCU

The RevQ system uses a fully integrated online payment portal. If VCU elects to use Ontario Systems' electronic payment processor, information about the account and balance are delivered real-time to the portal. The portal can be accessed 24/7 by students and payments can be posted instantly.

11. Allow for comments to be placed on accounts

User notes can be entered at the student and account levels as needed. The RevQ system also offers the opportunity to create pre-defined notes which can be selected from a drop-down to save time and standardize note taking.

Snapshot Work Lists Student			
Predefined views:			
Date / Time	Entered By	Type	Text
7/26/2018 4:00:14 PM	Administra...	PN	A Cash payment of \$345.00 posted to accounts (15224, 15225, 10163)   Post date: 7/26/2018
7/26/2018 3:37:17 PM	Administra...	DN	Added attachment '4AA4-4792ENV\pdf'
7/26/2018 3:35:52 PM	Administra...	DN	Added attachment '4AA4-4792ENV\pdf'
7/26/2018 3:11:06 PM	Administra...	DN	An account of type 'Tuition and Fees' was added.
7/26/2018 3:08:11 PM	Administra...	DN	An account of type 'Returned Checks' was added.
7/26/2018 1:40:38 PM	Administra...	DN	Address Address1 changed from '106 N Elm Dr.' to '1000 Bank St' Address City changed from 'Blackfoot' to 'Richmond' Address State changed from 'ID' to 'VA' Address ZipCode changed from '83201' to '23218' Phone AreaCode changed from 204 to 804 Phone Number changed from '325-1114' to '698-1788'
7/31/2015 2:57:09 PM	Sandra	DN	A new Student was added.
7/31/2015 2:57:09 PM	System	DN	Assigned to '1'

12. Allow VCU to change debt types

The RevQ system allows VCU users to change debt types if their role grants that privilege.

13. Allow VCU to indicate when third party disclosure is allowed and to whom

Custom fields may be setup to track whether third-party disclosure is allowed and to whom. Custom fields can be configured to appear in the account template for easy viewing.

14. Search archive and regular accounts using different search parameters (name, SSN, Account number, last 4 SSN, or address)

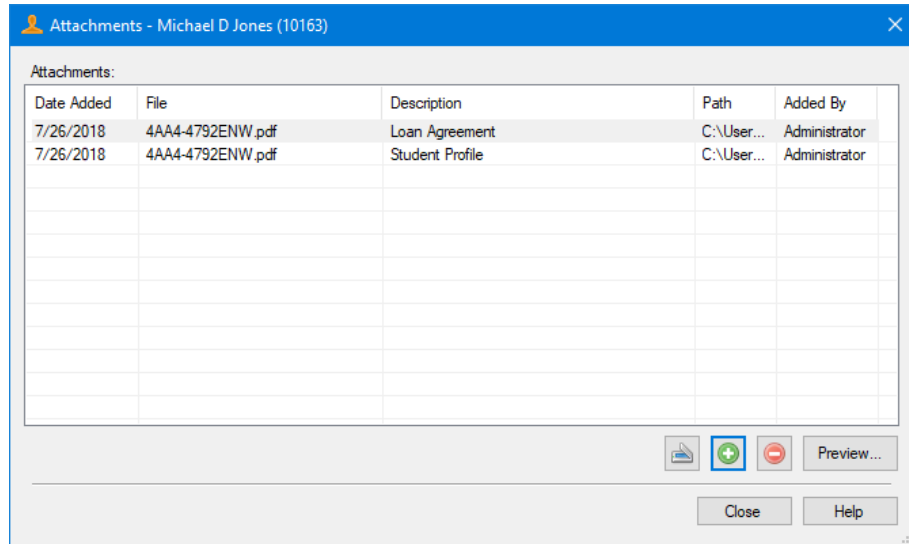
The RevQ system allows VCU to control which fields are used for searches for archive and regular accounts. The RevQ system provides search options, such as “starts with”, “ends with”, “less than”, “greater than”, etc. for each search field. The condition choice can be setup to default to the choice that makes sense for that search field, so the SSN field would be setup to default to “ends with” allowing the user to key in the last four.

The screenshot displays a search interface with the following components:

- Search Header:** A blue bar with the word "Search" and icons for expand, help, and close.
- Search type:** A dropdown menu currently set to "Student".
- Match:** A dropdown menu currently set to "All Fields".
- Buttons:** "Clear" and "Search" buttons.
- Field Selection:** A section labeled "Field" with a dropdown menu currently set to "Last Name".
- Search Criteria:** A dropdown menu set to "starts with" and a text input field containing "jones".
- Field List:** A list of search fields with "Social Security Number" highlighted in blue. The list includes: First Name, Last Name, First Name, Company Name, Debtor Number, Middle Name, Social Security Number, Address, City, State, Zip, Birth Date, and Drivers License Number.

15. Ability to import scanned documents or other electronic media and associate the document with the account of customer

The RevQ system has a built-in attachment functionality that allows users to scan documents directly onto an account. This does require that the user have a personal scanning device attached to their PC. This tool also allows users to attach any saved documents directly onto the account or student record.



16. Allow for payment by check, money order and credit card

The RevQ system allows for unlimited payment types as defined by VCU.

17. Allow for processing multiple payments on the same day to same or different accounts

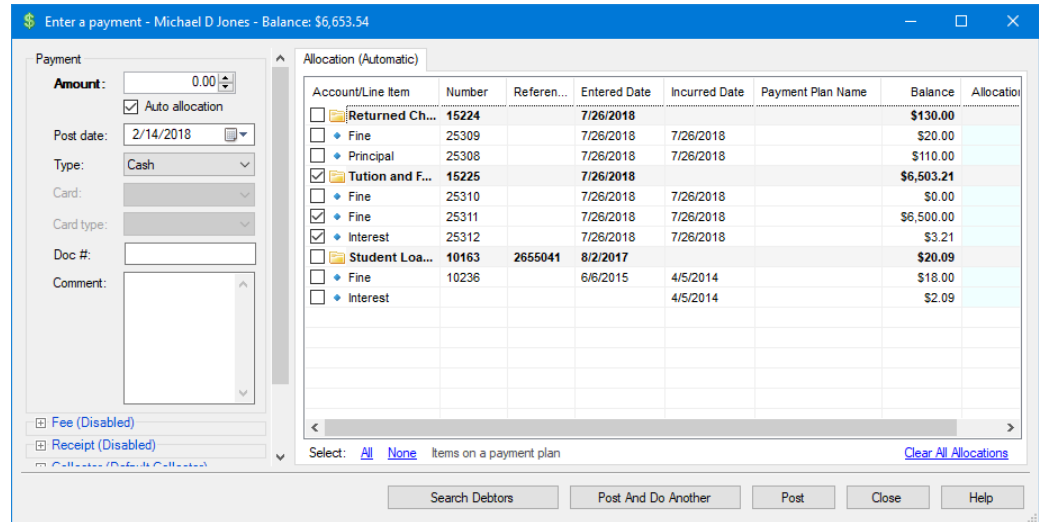
The RevQ system has no limitations on how many payments per student or account can be posted on the same day. Payments can also be imported from a file if desired.

18. Ability to back date payments including recalculation of interest, fees, etc.

The RevQ system's Post Date field is set by the posting clerk and can be back dated.

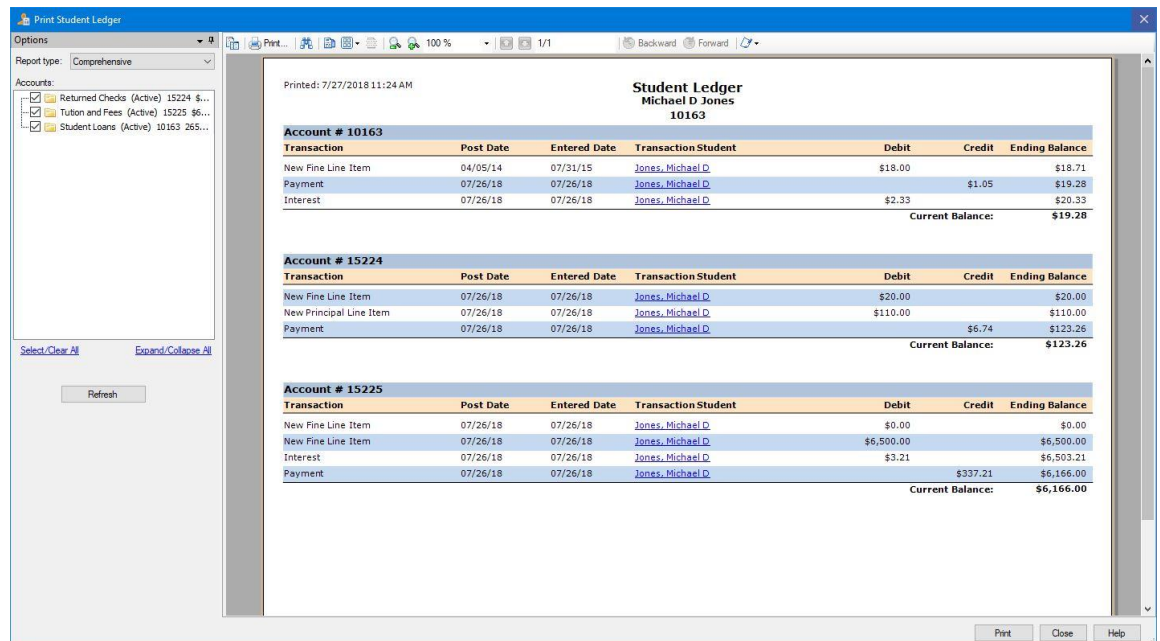
- Allow for multiple payment allocation (i.e. for tuition and fees, 25% of payment to collection cost, then Judgment interest until paid, then late charges until paid, etc.)

The RevQ system has line item priorities which control the default order in which payments are applied. A percentage of the incoming payment can be set up to go to the collection cost line item with the remainder of the payment applied based on line item priority. Payments can also be posted manually to specific line items.



- Generate detail audit report by account

The RevQ system has multiple reports that can be used to audit a group of accounts, as well as three student level reports that can be used to audit a specific account or accounts assigned to one person.

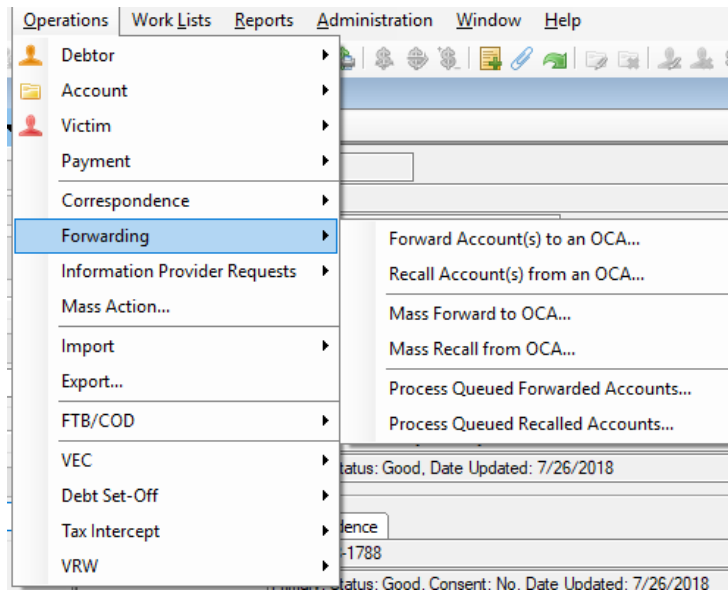


21. Generate custom reports

The RevQ system comes with an ad-hoc report builder. Users who are given access can build ad-hoc reports. Ontario Systems can also be a resource for custom report building for a fee.

22. Allow bulk account referral to collection agencies

The RevQ system has robust forwarding functionality and supports mass forwarding accounts to outside collection agencies (OCA) based on parameters input by the user in the Mass Forwarding to OCA window. It also simplifies the recalling of accounts if necessary.



23. Allow for integration with Virginia Department of Taxation Debt Set-Off Program

Currently, Ontario Systems has clients in Virginia who participate in the Virginia Department of Taxation Debt Set-Off Program through the RevQ product. Pricing to include this module of the RevQ product is included in the Price Proposal section of this RFP.

24. Ability to integrate with DocuSign

A DocuSign integration is not currently a part of the RevQ product. However, as a part of this RFP Ontario Systems will build the integration with DocuSign. Pricing to include this integration in the RevQ product is included in the Price Proposal section of this RFP.

25. Allow for data backup in case of failure

Hosted Solution: If VCU selects the optional hosted environment, recovery is provided through environment redundancy as well as database volume level snapshots. Database snapshots are also stored offsite. Periodic tests are performed to verify snapshot integrity.

On Premise: database backups would be VCU's responsibility.

26. Ability to handle customization of system

The RevQ system can be customized through a variety of system settings. In cases where customization exceeds the capabilities of system setting, custom development can be performed to deliver the desired functionality through a Statement of Work process at an agreed upon price.

27. Ability to show breakdown of how each payment is posted

All financial transactions, including but not limited to payments and all related information are viewable from the Financial Transactions tab on the account and the debtor. Columns shown in this tab are customizable.

	<b>Interest Addition</b>	<b>2.33</b>
	Student Loans (10163)	2.33
	<b>Payment</b>	<b>345.00</b>
	Returned Checks (15224)	6.74
	Fine	1.04
	Principal	5.70
	Tuition and Fees (15225)	337.21
	Interest	0.17
	Fine	337.04
	Student Loans (10163)	1.05
	Fine	0.93
	Interest	0.12
	<b>Interest Addition</b>	<b>3.21</b>
	Tuition and Fees (15225)	3.21
	Interest	3.21

28. Ability to void payments and make adjustments to accounts

Payments are reversible and adjustments to accounts can be posted. Both transactions are visible in the Financial Transactions tab on the account and the debtor.

29. Prepare an audit of the accounts and a formal reconciliation of the accounts upon completion of the conversion, with the following major account fields and must reconcile each loan fund serviced by the Contractor:
  - a. Original loan amounts
  - b. Principal collected
  - c. Interest collected
  - d. Principal cancelled
  - e. Interest cancelled
  - f. Principal balance
  - g. Difference

After every conversion, Ontario Systems provides a reconciliation report, showing what the pre-conversion analysis looks like and what it looks like post-conversion. Any exceptions are noted and explained in detail. The report will include each bucket specified, broken out by fund type, or any other aggregation method that is preferred, be it by account type, debtor status, account status, etc.

30. The system must allow multiple users to apply payments in the system concurrently.

All users, given the user permissions to post payments, can apply payments concurrently.

E. Remittance and Invoicing Requirements

1. The Contractor should invoice VCU in accordance with Appendix II
2. An invoice copy should be sent to:  
Virginia Commonwealth University  
Treasury Services  
Attn: James E. Stables  
Box 843054  
Richmond, VA 23284-3054

Ontario Systems will invoice VCU in accordance with Appendix II. Invoices will be sent to the address listed above.



F. Contractor Personnel Requirements

1. At minimum, the Contractor should;
  - a. Assign a designated Business Account Manager for VCU; the Business Account Manager should:
    - i. Assist VCU with resolving problems (i.e. invoices, renewals, etc.)
    - ii. Be accessible via toll-free telephone number and e-mail

A designated Business Account Manager will be assigned for VCU. The Business Account Manager will assist VCU in resolving problems and will be accessible via a toll-free phone number and e-mail.

- b. Provide VCU with the Business Account Manager's
  - i. Name  
Brett Sivits
  - ii. Toll-free telephone number  
800-488-4420
  - iii. E-mail address; and  
brett.sivits@ontariosystems.com
  - iv. Hours of availability  
8:00 am – 5:00 pm PST

In the event there are any changes to the Business Account Manager's contact information, the Contractor should provide VCU with the updated information by the time the changes are effective.

In the event there are any changes to the Business Account Manager's contact information, Ontario Systems will provide VCU with the updated information by the time the changes are effective.

2. All Contractor personnel should conduct themselves, and represent VCU, in a professional and positive manner, during all deliberations and dealings with borrowers.

All Ontario Systems personnel will conduct themselves in a professional and positive manner. Ontario Systems will not have contact with students or non-VCU personnel.

G. Purchasing Requirements

1. The Terms and Conditions of the RFP govern the resulting contract
2. The words shall and must indicate mandatory requirements and the words should or may indicate non-mandatory requirements. Please clearly indicate that your firm is agreeing to comply with all of the mandatory requirements.

Except as otherwise indicated in the Exceptions section below, Ontario Systems agrees to the mandatory requirements. Ontario Systems and VCU will need to negotiate the Terms and Conditions as addressed in the exceptions below.

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

Deliverables that will be delivered and used during the project includes:

- Project Plan, which includes
  - Tasks, broken down into work breakdown structure (WBS)
  - Dates for start and completion of tasks
  - Duration of tasks
  - Resources assigned to each task or WBS
  - Gantt chart
- Project log, which is a spreadsheet with the following tabs to track progress:
  - Call minutes: comprehensive track record of all team weekly calls
  - Contact list: list of all personnel involved with project and their email address and phone numbers
  - Scope: definition of scope to be undertaken
  - Milestones: summary of milestones for project and the status (Open, In progress, Completed)
  - Notes: a dedicate log for tracking notes about project that is pertinent to the project
  - Issue log: used to capture issues, track progress and ownership and status
  - Risk: used to track, review, evaluate and close all risks related to the project
  - Open Item: used to record items identified as Open Items, to be reviewed on each team call and move toward closure
  - RFE's: used to track if requests for enhancements has been identified, reviewed, tracked and status
  - SOW: used to record any potential Statements of Work identified during the project, and their status.
- Business Analysis
  - A document for capturing business processes used with the legacy system and how the information is used in this system. Also captures how the legacy system is configured, processes performed and user interaction with the legacy system. This information is then used to configure the RevQ system and used to train system administrators and end-users of the new system.
- Technical Analysis
  - A document used to capture technical configuration, interfaces, how data is stored and file formats for importing and exporting data. This information is then used for performing the conversion of data from the legacy system to the RevQ system, with the proper formatting and placement of the correct data in the proper fields.
- Data validation form
  - Used for validation testing of conversion data to ensure all data is converted to the RevQ system from the legacy system correctly.
- Training agendas
  - System Administrator and setup agenda
    - Includes curriculum for system administrators, and those tasked with setting up and configuring the RevQ system.
  - End-User training agenda
    - Includes curriculum for all end-users on how to enter, save and report on information entered in the RevQ system.
- Go-live checklist
  - A comprehensive checklist for assessing the readiness for go-live. This list will walk VCU through the RevQ system to ensure a smooth go-live.
- Go-live plan
  - A step-by-step plan will outline the steps that need to be completed during the critical phase of the implementation, the go-live sequence.
  - The plan will assign tasks to all personnel involved in the go-live sequence in chronological order and will be followed during the go-live phase.

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.

The Project Plan template is provided in Attachment A under System Administration of this RFP response and provides details regarding element completion, duration and resources required.

For optimum streamlining, the task that takes the longest, typically the BA/TA research, is scheduled to start as early as possible, so there is time to extrapolate the required information gathered into both training curriculum and conversions.

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.

Ontario Systems' implementation process captures several important measures during the project. Of importance is the conversion and the resulting readiness for go-live. Other metrics evaluated include system performance, i.e. speed of entering and saving data in the system, system configuration and finally, the end user's feedback from user acceptance testing (UAT). Ontario Systems always reviews how we collect data, and how new software development of new features will impact the system and its configuration, so we can upgrade the system in a manner that will cause the least interruptions to production.

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).

A dedicated risk log will be used for tracking and monitoring risks encountered during the project. The risk log will be shared with VCU at a minimum during weekly team calls, where each risk will be reviewed, addressed and status updated every week. The risk log can be updated and reviewed at any time during the project.

Significant risks can include

- An underperforming system from a hardware perspective if not specked or configured correctly.
  - Proper technical specifications will be provided by Ontario Systems, as well as consulting assistance with configuring the system for optimal performance.
- Latency in the internal network
  - Ontario Systems can assist with monitoring tools and performance enhancing, if necessary.
- Competing projects
  - Ontario Systems will schedule implementation timelines to minimize impact from concurrent implementation.
  - Ontario Systems will advise VCU about tasks, timelines and durations, allowing the VCU team to do the same.
- Personnel changes
  - No one task is 100% reliant on one Ontario Systems resource. The departure or loss of one resource will not cause the project to halt. Ontario Systems has redundancy in place for such an event in case it should occur.

6. Other – Provide any other information the Offeror deems relevant to describing the work plan.

A project timeline will be established at the beginning of the project with input from VCU, to work around competing concurrent engagements, events and scheduled vacations.

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.

Ontario Systems is willing to discuss this further if selected as Vendor but does not currently anticipate a need to utilize a subcontractor.

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*.

Any and all exceptions to the terms, conditions or specifications of this RFP must be clearly stated, section by section, in the space provided below. Exceptions should be numbered to coincide with the RFP numbering and be provided in the sequence in which the item appears in the RFP. If more space is required, please copy this page or attach separate sheets. Please note VCU, at its discretion, reserves the right to consider proposals containing significant exceptions to be non-responsive.

UNIVERSITY PROPOSAL SECTION NUMBER	STATED EXCEPTION
XXII, XXIII, and XXIV.	Ontario Systems cannot agree to the terms as they currently stand but will negotiate mutually agreeable terms if it is awarded this RFP. Ontario Systems intends to negotiate the following, but not limited to, terms. XXII S. Insurance, Y. Limitation of Liability, XXIII. J. Indemnification, XXIV. B. Intellectual property Disclosure/Rights, D. Data Security, G. Security Breach, I. Data transfer Upon Termination or Expiration, J. Audits, K. Compliance, etc. Ontario Systems would like the opportunity to incorporate its software license agreement in to the General Terms and Conditions.
Attachment A – General Usability (GEN-002).	Ontario Systems has not evaluated its products against the WCAG Accessibility standards.

9. In addition to the above, specific information is requested in Attachment A. Please note: Attachment A has multiple tabs.

Attachment A is included in following pages.

- Account Management
- General Usability
- Implementation Support
- Payment Process
- Reporting
- System Administration
  - VCU RevQ Project Plan
- Vendor History



# Price Proposal

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## ATTACHMENT B

Fixed Price Schedule to deliver the Services and Materials described in this RFP.

Initial Term of 3 years

### A) Acquisition Phase

price for software license to cover per user	\$200.00
additional tier pricing options can also be proposed	(12) licenses + (1) VA Tax Intercept Module @ \$200/mo = \$2,600/mo

### B) Business System Design Phase

price for development (flat/fixed costs)	\$112,000.00
and/or price for additional development per hour	\$160.00/hr

### C) Other (If Applicable)

costs for additional backup/storage (Hosted only)	\$0.00
non-production environment / disaster recovery (Hosted only)	\$0.00
travel and living expenses (for training and or development)	\$5,000.00
on-site training (to include documentation)	\$10,240.00
one-time or non-recurring costs	\$12,200.00
<u>Any other charges deemed necessary</u>	<u>\$0.00</u>

C) Total price for Acquisition and Start up Phases	\$139,440.00
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### D) Ongoing costs

continuous training (additional training for new or existing users)	\$1,280.00/year
price for hosting (if applicable) per month (SaaS)	\$75/license @ (12) licenses = \$900.00
additional bandwidth/utilization charges for hosted solution (SaaS)	\$0.00
software licenses per year	(1) VA Intercept Module + (12) Concurrent RevQ Licenses = 31,200.00
maintenance/support cost per hour or incident (EST business day)	\$0.00
maintenance/support cost per hour or incident for weekends / holidays	\$0.00
price for additional development per hour or per incident	\$160.00/hr
cost for additional report or letter customizations per hour	\$160.00/hr
price per transaction for electronic payments	5.75% per transaction



Virginia Commonwealth University Pricing Proposal

QTY	DESCRIPTION	PRICE/EA	EXT. PRICE
<b>PRODUCTS – Monthly Fees</b>			
12	RevQ Concurrent Software Licenses	\$200.00	\$2,400.00
	* Includes Application, Documentation, Support, Upgrades and Releases		
12	Data Hosting	\$75.00	\$900.00
1	Virginia Tax Intercept Module	\$200.00	\$200.00
1	Virginia Employment Commission Module	\$200.00	\$0.00
1	Agency Management Forward Module	\$200.00	\$0.00
<b>Total Products per Month</b>			<b>\$3,500.00</b>
<b>PROFESSIONAL SERVICES – One Time</b>			
1	Software Installation and Infrastructure Consulting		\$2,500.00
1	Business and Technical Analysis – Remote		\$3,200.00
1	Project Management		\$6,500.00
3	RevQ Configuration Training – 3 days		\$5,120.00
3	RevQ Collector Training – 3 days		\$5,120.00
2	Estimated Travel Expenses – Assumes 2 Trips/1 Person to Richmond, VA		\$5,000.00
<b>Total Professional Services</b>			<b>\$27,440.00</b>
<b>PROGRAMMING SERVICES – One Time</b>			
250 Hours	Data Conversion from existing systems (VCU Managed System, Outside Collection Agency, VA AG's Office, US Dept of Ed) to RevQ, includes initial load, design & acceptance at \$160/hour		\$40,000.00
150 Hours	Heartland ECSI interface at \$160/hour		\$24,000.00
50 Hours	VCU Student Accounting Department interface at \$160/hour		\$8,000.00
50 Hours	Outside Collection Agency interface at \$160/hour		\$8,000.00
50 Hours	Touchnet interface at \$160/hour		\$8,000.00
150 Hours	DocuSign interface at \$160/hour		\$24,000.00
<b>Total Estimated Programming Services</b>			<b>\$112,000.00</b>
<b>Annual Ongoing RevQ Training - Onsite</b>			
8 Hours	Onsite RevQ Training at \$160/hour		\$1,280.00
1	Estimated Travel Expense – Assumes 1 Trip/1 Person to Richmond, VA		\$1,500.00
<b>Total Annual Onsite Training</b>			<b>\$2,780.00</b>
<b>TOTAL ONE TIME COST WITH TRAVEL ALLOCATION</b>			<b>\$139,440.00</b>
<b>TOTAL MONTHLY RECURRING COST</b>			<b>\$3,500.00</b>





## Proposed Milestone Billing Schedule

<b>PROPOSED MILESTONES</b>		
Phase 1	Business and Technical Analysis - Remote	\$3,200.00
Phase 2	Software Installation and Infrastructure Consulting	\$2,500.00
Phase 3	Heartland ECSI interface at \$160/hour for 150 hours	\$24,000.00
Phase 4	VCU Student Accounting Department interface at \$160/hour for 50 hours	\$8,000.00
Phase 5	Outside Collection Agency interface at \$160/hour for 50 hours	\$8,000.00
Phase 6	Touchnet interface at \$160/hour for 50 hours	\$8,000.00
Phase 7	DocuSign interface at \$160/hour for 150 hours	\$24,000.00
Phase 8	Data Conversion from existing systems (VCU Managed System, Outside Collection Agency, VA AG's Office, US Dept of Ed) to RevQ, includes initial load, design & acceptance at \$160/hour for 250 hours	\$40,000.00
Phase 9	RevQ Configuration Training – 3 Days	\$5,120.00
Phase 10	RevQ Collector Training – 3 Days	\$5,120.00
Phase 11	Project Management	\$6,500.00
	Estimated Travel Expenses – Assumes 2 trips/1 person to Richmond, VA	\$5,000.00
<b>TOTAL ESTIMATED PROJECT SERVICES</b>		<b>\$139,440.00</b>
*VCU to be invoiced at the end of each Phase		

VCU RevQ Project Plan template  
For  
Project#  
Wed 7/25/18

ID	Task Mode	Task Name	% Complete	Duration	Start	Finish	Predecessor	Resource Names
1		<b>TEMPLATE</b>	<b>0%</b>	<b>179.2 days?</b>	<b>Mon 9/3/18</b>	<b>Fri 5/10/19</b>		
2		<b>Project Management</b>	<b>0%</b>	<b>11.05 days</b>	<b>Mon 9/3/18</b>	<b>Tue 9/18/18</b>		
3		<b>Project Kick-Off</b>	<b>0%</b>	<b>11.05 days</b>	<b>Mon 9/3/18</b>	<b>Tue 9/18/18</b>		
4		Project Manger to review contract with RevQ	0%	5 days	Mon 9/3/18	Fri 9/7/18		
5		Sched. Kick-Off Call	0%	0.05 days	Mon 9/10/18	Mon 9/10/18	4	RevQ PM
6		Project Kick-off Conference Call	0%	1 day	Mon 9/10/18	Tue 9/11/18	5	RevQ PM
7		Create & Send Project Scope and Dashboard report to team	0%	5 days	Tue 9/11/18	Tue 9/18/18	6	RevQ PM
8		<b>Phase II: System Installation</b>	<b>0%</b>	<b>5.13 days</b>	<b>Tue 9/11/18</b>	<b>Tue 9/18/18</b>		
9		<b>HW/SW Installation</b>	<b>0%</b>	<b>5.13 days</b>	<b>Tue 9/11/18</b>	<b>Tue 9/18/18</b>		
10		Stage App/dB Server(s) for RR SW installatio	0%	3 days	Tue 9/11/18	Fri 9/14/18	6	Client Resource TBD
11		Upload RR SW to sftp site and notify client	0%	1 day	Tue 9/11/18	Wed 9/12/18	10SS	Aaron Burge
12		Download & Install RR Server software	0%	1 day	Fri 9/14/18	Mon 9/17/18	10,11	Client Resource TBD
13		Download & Install Revenue Results Client s	0%	1 day	Mon 9/17/18	Tue 9/18/18	11,12	Client Resource TBD
14		Update CRM with installed modules	0%	1 hr	Tue 9/18/18	Tue 9/18/18	13	
15		<b>Phase III: Business and Technical Analysis</b>	<b>0%</b>	<b>83 days?</b>	<b>Tue 9/11/18</b>	<b>Fri 1/4/19</b>		
16		<b>Conversion/Interface Analysis</b>	<b>0%</b>	<b>62 days?</b>	<b>Tue 9/11/18</b>	<b>Thu 12/6/18</b>		
17		Send out workbook to prepare for TA	0%	1 day?	Tue 9/11/18	Wed 9/12/18	6	Greg Fisher
18		Schedule RR Demo to prepare for TA	0%	1 day?	Tue 9/11/18	Wed 9/12/18	6	Bjorn Bakke
19		On-Site or Remote Technical Interface Analy	0%	2 days	Tue 10/23/18	Thu 10/25/18	6FS+30 c	RevQ Resource TBD,Client Resou
20		Create & Send TA Doc to client to review	0%	15 days	Thu 10/25/18	Thu 11/15/18	19	RevQ Resource TBD
21		Client to update TA as needed and send to F	0%	5 days	Thu 11/15/18	Thu 11/22/18	20	
22		RevQ to include updates in revised TA and send to client	0%	5 days	Thu 11/22/18	Thu 11/29/18	21	Client Resource TBD
23		Client to verify accuracy of TA and send back to RevQ	0%	5 days	Thu 11/29/18	Thu 12/6/18	22	
24		<b>Business Analysis</b>	<b>0%</b>	<b>62 days?</b>	<b>Tue 9/11/18</b>	<b>Thu 12/6/18</b>	<b>6</b>	
25		Send out workbook to prepare for TA	0%	1 day?	Tue 9/11/18	Wed 9/12/18	6	Greg Fisher
26		Schedule RR Demo to prepare for TA	0%	1 day?	Tue 9/11/18	Wed 9/12/18	6	Bjorn Bakke

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27		On-Site or Remote Business Analysis	0%	2 days	Tue 10/23/18	Thu 10/25/18	6FS+30 c	RevQ Resource TBD, Client Resol
28		Create & Send BA Doc to client to review	0%	15 days	Thu 10/25/18	Thu 11/15/18	27	RevQ Resource TBD
29		Client to update BA as needed and send to F	0%	5 days	Thu 11/15/18	Thu 11/22/18	28	Client Resource TBD
30		RevQ to include updates in revised BA and send to client	0%	5 days	Thu 11/22/18	Thu 11/29/18	29	
31		Client to verify accuracy of BA and send back to RevQ	0%	5 days	Thu 11/29/18	Thu 12/6/18	30	
32		<b>Baseline Project Plan</b>	<b>0%</b>	<b>16 days</b>	<b>Thu 12/13/18</b>	<b>Fri 1/4/19</b>	<b>31</b>	
33		Update project plan as needed and present t	0%	5 days	Thu 12/13/18	Thu 12/20/18	23FS+5 c	Bjorn Bakke
34		Client to review project plan	0%	5 days	Thu 12/20/18	Thu 12/27/18	33	
35		Review project plan together	0%	5 days	Thu 12/27/18	Thu 1/3/19	34	
36		Baseline Project Plan	0%	1 day	Thu 1/3/19	Fri 1/4/19	35	
37		<b>Phase IV: Interfaces and Conversions - Invoice</b>	<b>0%</b>	<b>25 days?</b>	<b>Thu 11/15/18</b>	<b>Thu 12/20/18</b>		
38		<b>Data Conversion/Interface</b>	<b>0%</b>	<b>25 days?</b>	<b>Thu 11/15/18</b>	<b>Thu 12/20/18</b>		
39		Create Extract & Upload Sample Files to sftp	0%	14 days	Thu 11/29/18	Wed 12/19/18	22	Client Resource TBD
40		Put test data on server for training purposes	0%	1 day?	Wed 12/19/...	Thu 12/20/18	39	
41		Download & Import Sample Conv./Daily Files	0%	5 days	Thu 11/15/18	Thu 11/22/18	20,28	RevQ Resource TBD
42		Install	0%	0.65 days	Thu 11/22/18	Thu 11/22/18	41	RevQ Resource TBD[80%], Client
43		Test forwarding to OCA's if needed	0%	10 days	Thu 11/22/18	Thu 12/6/18	42	
44		<b>Client Test &amp; Corrections</b>	<b>0%</b>	<b>5 days?</b>	<b>Thu 11/22/18</b>	<b>Thu 11/29/18</b>	<b>42</b>	
45		Train users to do conversion validation testin	0%	1 day?	Thu 11/22/18	Fri 11/23/18		
46		Complete Conversion Data Acceptance chec	0%	5 days	Thu 11/22/18	Thu 11/29/18		
47		<b>Phase V: User Acceptance Testing and Training</b>	<b>0%</b>	<b>14 days</b>	<b>Wed 1/9/19</b>	<b>Tue 1/29/19</b>		
48		Clear test dB	0%	1 day	Wed 1/9/19	Thu 1/10/19	66	Aaron Burge
49		Export Full Test Conversion Files Upload to sftp	0%	1 day	Wed 1/9/19	Thu 1/10/19	48SS	Client Resource TBD
50		Import Conversion Files to RR	0%	3 days	Thu 1/10/19	Tue 1/15/19	49	RevQ Resource TBD
51		Test forwarding to OCA's if needed	0%	10 days	Tue 1/15/19	Tue 1/29/19	50	
52		<b>Software Setup/Training</b>	<b>0%</b>	<b>49 days?</b>	<b>Thu 11/29/18</b>	<b>Wed 2/6/19</b>		
53		Pre-admin visit overview	0%	1 day?	Thu 11/29/18	Fri 11/30/18	46	

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54		Cover the pre-configuration checklist	0%	1 day?	Fri 12/7/18	Mon 12/10/18	53FS+5 c	
55		Travel to Client's site	0%	1 day	Mon 12/17/18	Tue 12/18/18	54FS+5 c	RevQ Resource TBD
56		On-Site Software Setup/Best Practices Training	0%	3 days	Tue 12/18/18	Fri 12/21/18	55	RevQ Resource TBD, Client Resou
57		Configure Software (Workflows, Bins, Letters, Import Templates)	0%	7 days	Fri 12/21/18	Tue 1/1/19	56	Client Resource TBD
58		Cover the pre-end user configuration checklist	0%	1 day?	Tue 2/5/19	Wed 2/6/19	70	
59		<b>Documentation (see Project Review Statement)</b>	<b>0%</b>	<b>39.5 days?</b>	<b>Tue 1/1/19</b>	<b>Tue 2/26/19</b>	<b>57</b>	
60		<b>Develop test methodology and test plans:</b>	<b>0%</b>	<b>6 days?</b>	<b>Tue 1/1/19</b>	<b>Wed 1/9/19</b>		
61		Unit Test Plan	0%	1 day?	Tue 1/1/19	Wed 1/2/19	29	
62		Functional test Plan	0%	1 day?	Wed 1/2/19	Thu 1/3/19	61	
63		System test Plan	0%	1 day?	Thu 1/3/19	Fri 1/4/19	62	
64		Performance test Plan	0%	1 day?	Fri 1/4/19	Mon 1/7/19	63	
65		Usability test Plan	0%	1 day?	Mon 1/7/19	Tue 1/8/19	64	
66		Acceptance test Plan	0%	1 day?	Tue 1/8/19	Wed 1/9/19	65	
67		<b>Interface Setup Acceptance testing</b>	<b>0%</b>	<b>15 days</b>	<b>Tue 1/15/19</b>	<b>Tue 2/5/19</b>		
68		Validate Conversion Data and Import Daily F	0%	10 days	Tue 1/15/19	Tue 1/29/19	50	Client Resource TBD
69		Test System Setups (Workflows, Bins, Letter	0%	5 days	Wed 1/16/19	Wed 1/23/19	57,68SS+	Client Resource TBD
70		Make Corrections & Re-test	0%	5 days	Tue 1/29/19	Tue 2/5/19	68,69	Client Resource TBD
71		<b>User Training</b>	<b>0%</b>	<b>3.5 days</b>	<b>Wed 2/6/19</b>	<b>Tue 2/12/19</b>		
72		Travel to Client's site	0%	0.5 days	Wed 2/6/19	Thu 2/7/19	58,70	Kellie Mendenhall
73		On-Site User Training	0%	3 days	Thu 2/7/19	Tue 2/12/19	72	Kellie Mendenhall
74		<b>End User System Acceptance/Go Live readiness</b>	<b>0%</b>	<b>10 days</b>	<b>Tue 2/12/19</b>	<b>Tue 2/26/19</b>		
75		Review system for completeness	0%	5 days	Tue 2/12/19	Tue 2/19/19	73	
76		Complete Go-Live Verification checklist	0%	5 days	Tue 2/19/19	Tue 2/26/19	75	
77		<b>Phase VI: Deploy</b>	<b>0%</b>	<b>53 days?</b>	<b>Tue 2/26/19</b>	<b>Fri 5/10/19</b>		
78		<b>Final Data Conversion</b>	<b>0%</b>	<b>6 days</b>	<b>Tue 2/26/19</b>	<b>Wed 3/6/19</b>		
79		Run Script to clear test dB	0%	1 day	Tue 2/26/19	Wed 2/27/19	76	RevQ Resource TBD
80		Generate & Upload Conversion Files to sftp	0%	2 days	Wed 2/27/19	Fri 3/1/19	79	Client Resource TBD
81		Download & Import Conversion Files	0%	2 days	Fri 3/1/19	Tue 3/5/19	80	RevQ Resource TBD

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ID	Task Mode	Task Name	% Complete	Duration	Start	Finish	Predecessor	Resource Names
82		Validate Conversion Data	0%	1 day	Tue 3/5/19	Wed 3/6/19	81	Client Resource TBD
83		<b>Go Live</b>	<b>0%</b>	<b>1 day?</b>	<b>Tue 3/5/19</b>	<b>Wed 3/6/19</b>		
84		Begin Using Application Live	0%	0 days	Tue 3/5/19	Tue 3/5/19	81	Client Resource TBD
85		Provide live status and fiscal year dato to Heather Scukanec	0%	1 day?	Tue 3/5/19	Wed 3/6/19	84	RevQ PM
86		<b>Final project completion and hand off to support</b>	<b>0%</b>	<b>38 days?</b>	<b>Tue 3/19/19</b>	<b>Fri 5/10/19</b>		
87		Post go-live items review	0%	10 days	Tue 3/19/19	Tue 4/2/19	84FS+10	
88		Create and Send out Deliverables Acceptance form	0%	5 days	Tue 4/9/19	Tue 4/16/19	87FS+5 days	
89		Get Deliverables Acceptance form back	0%	1 day?	Tue 4/30/19	Wed 5/1/19	88FS+10	
90		Hand offcall to support	0%	1 day?	Wed 5/8/19	Thu 5/9/19	89FS+5 c	
91		Close implementaion	0%	1 day?	Thu 5/9/19	Fri 5/10/19	90	

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