



VCU Procurement Services

FIRST AMENDMENT TO CONTRACT NO. C0000584/8543799BA
BY AND BETWEEN
VIRGINIA COMMONWEALTH UNIVERSITY
AND
SCENARIO LEARNING LLC d/b/a VECTOR SOLUTIONS

This First Amendment to Contract No. C0000584/8543799BA (by and between Virginia Commonwealth University, a corporation and an institution of higher education of the Commonwealth of Virginia, hereinafter referred to as "VCU" or "University", and Scenario Learning LLC d/b/a Vector Solutions, hereinafter referred to as "Firm", is entered into as of the date the last signature is affixed below.

WHEREAS, VCU and Firm entered into Contract No. C0000584/8543799BA, dated March 27, 2020 ("the Contract/MSA") which has been successively renewed for one (1) year periods starting April 24, 2021, through to April 23, 2024.

WHEREAS, VCU desires to continue to obtain the goods and services that Firm offers as revised herein; and

WHEREAS, Firm agrees to continue to provide the goods and services to VCU as revised herein; and

WHEREAS, recognizing the need to maintain the contract's active status to support third-party entities benefiting from cooperative contracting with VCU, and to align with VCU's operational timelines;

WHEREAS, both parties recognize the need to renew the contract to continue the partnership and address specific needs of VCU as outlined in Vendor Quote ID Q-318632;

NOW THEREFORE, VCU and Firm agree to enter into this Amendment to allow the following changes and additions to the Contract:

1. Final Renewal Term: The Contract is hereby renewed for a period beginning on April 24, 2024, and ending on May 13, 2025. This renewal supports VCU's ongoing and specific needs as detailed in Vendor Quote ID Q-318632.
2. Adjustment to Pricing Schedule: Notwithstanding the original Contract/MSA's pricing schedule, which set the price at \$22,250.00 for each optional renewal year, the parties agree to a revised total price of \$42,500.00 for the renewal term specified herein. This adjustment is made to accommodate the specific needs and services outlined in Vendor Quote ID Q-318632.
3. Specific Need and Purchase Order: VCU has identified a specific need related to the services and pricing outlined in Vendor Quote ID Q-318632. To address this need, VCU will issue a Purchase Order (PO) for the specified work under the terms agreed upon in the aforementioned Vendor Quote. This PO constitutes VCU's formal request for services and agreement to the prices as detailed.
4. Certificate of Insurance: Contractor certifies that it will maintain the insurance coverages required at the time the Contract was awarded and shall have a new Certificate of



VCU Procurement Services

Insurance listing VCU as the "Additional Insured" citing the contractor's name and contract number.

- 5. Except as modified herein, all other provisions of the Contract/MSA, including all other Appendices and terms and conditions set forth in the Contract/MSA, shall continue and remain in full force and effect.

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

Virginia Commonwealth University

Scenario Learning LLC d/b/a Vector Solutions

DocuSigned by:
 By: *John McHugh*
 EE6DA7427C67468...

By: *Katie Hoffman*

Printed Name: John McHugh

Printed Name: Katie Hoffman

Title: Director, Procurement Services

Title: Senior Manager, Education Renewal Management

Date: 4/15/2024

Date: 4/9/2024



Quote ID
Q-318632

Valid Until
Thursday, March 14, 2024

Contact Name
Kelly Laker

Schedule A – Revision

This Contract Revision Form replaces and supersedes Schedule A to the Client Agreement signed 8543799BA between the Vector Solutions entity and the Client named below as of the Effective Date (Contract Revision Order No. 1 Effective Date).

Date: Friday, March 22, 2024

Client Information

Client Name: Virginia Commonwealth University	
Address: Attn: Louise Putnam 912 W. Grace Street 2nd Floor, Rm 2100 Richmond, VA 23284	
Primary Contact Name:	Primary Contact Phone:

Agreement Term

Effective Date: 05/14/2024	Initial Term: 12 months
--------------------------------------	-----------------------------------

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Accounts Payable			
Billing Address: Box3985 Scranton, Pennsylvania 18505		Billing Phone: (804) 828-0100	
Billing Email: vcu.invoices@edmgroupp.com	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Fees

Product Code	Product Name	Description	Qty	Price	Sub Total
VCP-SSO	Single Sign-On (SSO)	Integration with the institution's single sign-on provider to allow learners to access the platform via single sign-on authentication	1	\$500.00	\$500.00
VCP-API	API (Application Program Interface)	With Public API access, organizations can build applications, or leverage existing applications to automate data integration between the Platform and other key systems, with which they want to send/receive data points. Customers will receive consultative support but are ultimately responsible for the build requirements.	1	\$500.00	\$500.00

HE-SADMPL-AEDU	AlcoholEDU	AlcoholEDU	1	\$16,000.00	\$16,000.00
HE-SSAPL	Sexual Assault Prevention for Students	Sexual Assault Prevention for Students	1	\$17,000.00	\$17,000.00
HE-EHDSVP-BSC	Building Supportive Communities-Standalone Course	Building Supportive Communities- Standalone Course	1	\$8,500.00	\$8,500.00

Grand Total: \$42,500.00

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Scenario Learning, LLC d/b/a Vector Solutions
 4890 W. Kennedy Blvd., Suite 300
 Tampa, FL 33609

Virginia Commonwealth University
 Attn: Louise Putnam
 912 W. Grace Street
 2nd Floor, Rm 2100
 Richmond, VA 23284

By: _____

DocuSigned by:
 By: *John McHugh*
 EE6DA7427C67468...

Printed Name: Katie Hoffman

Printed Name: John McHugh

Title: Renewal Management Team Lead

Title: Director of Procurement Service

Date: _____

Date: 4/15/2024



VCU Procurement Services

CONTRACT RENEWAL

DATE: 12/06/2022
CONTRACT TITLE: University-Wide Title IX Training
CONTRACT NO: C0000584
LEGACY CONTRACT NO: 8543799BA
NEW START DATE: 4/25/2023
NEW END DATE: 4/24/2024
RENEWAL NUMBER: 3 of 4
CONTRACTOR: Scenario Learning 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.

EARLY PAYMENT DISCOUNT (EPD):

Please check one of the below. If you select "Other" below, please add a comment (e.g., 4.0% Net 15 / Net 30, N/A, etc.)

- 2.0% Net 15 / Net 30
- 1.5% Net 20 / Net 30
- 0.5% Net 25 / Net 30
- Other: 0%

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 or mailed to Virginia Commonwealth University Risk Management, P.O. Box 843040, Richmond, VA.

All other terms and conditions of C0000584 shall remain unchanged and in full force and effect.

RESPONSE:

Scenario Learning LLC

Name of Firm

 *Katie Hoffman*

Signature

Katie Hoffman

Name Printed

Renewal Management Team Lead

Title

2/8/2023

Date



VCU Procurement Services

February 25, 2022

Scenario Learning, LLC d/b/a/ Vector Solutions
Katie Hoffman
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609
katie.hoffman@vectorsolutions.com

RE: Contract #: 8543799BA
Renewal No.: 2 of 4

To Whom It May Concern:

Scenario Learning, LLC d/b/a/ Vector Solutions's contract with Virginia Commonwealth University (VCU) for University-Wide Title IX Training expires on 4/24/2022 VCU intends to exercise the renewal of this contract in accordance with the terms of contract #: 8543799BA. Services shall be provided in accordance with the contract for the renewal period: 4/25/2022 through 4/24/2023.

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

- ^{GH} 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, P.O. Box 843040, Richmond, VA.

Please return this document to me as soon as possible. Your response may be emailed to me at baugustine@vcu.edu

Sincerely,

Brandon C. Augustine
Brandon C. Augustine
Category Manager

Contract #: 8543799BA

RESPONSE:

Scenario Learning, LLC d/b/a/ Vector Solutions

Name of Firm

 *Katie Hoffman*

Signature

Katie Hoffman

Name Printed

Account Manager II

Title

2/25/2022

Date



VCU Procurement Services

January 15, 2021

Scenario Learning, LLC d/b/a/ Vector Solutions
Katie Hoffman
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609
katie.hoffman@vectorsolutions.com

RE: Contract #: 8543799BA
Renewal No.: 1 of 4

To Whom It May Concern:

Scenario Learning, LLC d/b/a/ Vector Solutions's contract with Virginia Commonwealth University (VCU) for University-Wide Title IX Training expires on 4/24/2021 VCU intends to exercise the renewal of this contract in accordance with the terms of contract #: 8543799BA.

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

- 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, P.O. Box 843040, Richmond, VA.

Please return this document to me as soon as possible. Your response may be emailed to me at baugustine@vcu.edu

Sincerely,

Brandon C. Augustine
Brandon C. Augustine
Category Manager

Contract #: 8543799BA

RESPONSE:

Scenario Learning, LLC d/b/a/ Vector Solutions

Name of Firm

 *John-Michael Larry*

Signature

John-Michael Larry

Name Printed

Account Management and Team Lead

Title

3/17/2021

Date



VCU Procurement Services

COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract Number: 8543799BA

This contract entered into date by Scenario Learning LLC., dba Vector Solutions, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University, called the "Purchasing Agency".

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

PERIOD OF THE PERFORMANCE: From April 25, 2020 through April 25, 2021 with the option to renew for four (4) additional one (1) year terms upon mutual written agreement of both parties.

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

The contract documents shall consist of:

- (1) This signed form
- (2) Contract Appendix A
- (3) The Request for Proposal (RFP) # 8543799BA, dated June 18, 2019
- (4) The Contractor's Proposal dated July 12, 2019
- (5) Scenario Learning, LLC Higher Education Client Agreement

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

- (1) This signed form
- (2) Contract Appendix A
- (3) The Request for Proposal RFP # 8543799BA dated June 18, 2019, subject to any exceptions taken in Contractor's Proposal;
- (4) Scenario Learning LLC Higher Education Client Agreement
- (5) The Contractor's Proposal dated July 12, 2019

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

CONTRACTOR:

Scenario Learning LLC., dba Vector Solutions

By: DocuSigned by: Tom Elmer Name Printed: Tom Elmer
E1B34588DBBA45C...
 Date: 3/27/2020 Title: Director of Higher Education

PURCHASING AGENCY:

Virginia Commonwealth University

By: DocuSigned by: Mark E. Roberts Name Printed: ark E. Roberts
B39F5B0C94684C...
 Date: 3/23/2020 Title: Director, Procurement Services



VCU Procurement Services

CONTRACT 8543799BA: APPENDIX A NEGOTIATED MODIFICATIONS TO CONTRACT

VCU and Contractor agree as follows:

1. SCORM:

Contractor shall provide a SCORM file and ensure system integration into Cornerstone. The completion files should be sent daily so that administrators can check employee completion as needed.

2. Course Completion:

Contacto shall change VCU's main data point for tracking completion of course from e-ID to V-number no later than March 27, 2020.

3. "Campaign Creative Kit" Components Proposed as part of SOW:

All modules in the program shall be made available to VCU affiliates (students, employees, contractors as needed). The Contactor shall create a second instance for those users who will not have a Cornerstone account.

4. Revised Pricing Schedule:

Year 1: \$22,250.00

Optional Renewal Year 2: \$22,250.00

Optional Renewal Year 3: \$22,250.00

Optional Renewal Year 4: \$22,250.00

Optional Renewal Year 5: \$22,250.00

5. Invoicing and Payment:

Contractor shall accept payment via either ACH (if available) or paper check. All invoices are paid net 30 days from receipt of invoice.



VCU Procurement Services

Request for Proposals

VIRGINIA COMMONWEALTH UNIVERSITY

REQUEST FOR PROPOSALS (RFP)

8543799BA

Issue Date: June 18, 2019

Title: University-Wide Title IX Training

Issuing and Using Agency: Virginia Commonwealth University (VCU)

Direct Inquiries to: Brandon C. Augustine, Category Manager
baugustine@vcu.edu

Proposal Due Date (Firm): July 18, 2019
2:00 PM EST

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

Note: Do not send via US Mail.

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



A VASCUPP Member Institution

VIRGINIA COMMONWEALTH UNIVERSITY

REQUEST FOR PROPOSALS (RFP)

University-Wide Title IX Training

8543799BA

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:

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

B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION

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

C. PROPRIETARY OR CONFIDENTIAL INFORMATION

<input type="checkbox"/>	Check the box to the left "if" your proposal contains proprietary or confidential information. If so, add an attachment sheet to this form with details.	See Paragraph 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**

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

Affix this Form as the FIRST PAGE of your proposal.

TABLE OF CONTENTS

I. PURPOSE:.....4

III. THE UNIVERSITY:.....5

IV. PRE-PROPOSAL CONFERENCE:.....5

V. STATEMENT OF NEEDS:.....6

VI. THE REQUEST FOR PROPOSALS PROCESS – GENERAL:8

VII. PREPARATION OF WRITTEN PROPOSALS – GENERAL:8

VIII. SUBMISSION OF PROPOSALS:8

IX. PROPOSAL RESPONSE FORMAT:9

X. SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS COMMITMENT (SWAM): 11

XI. ADDENDA: 11

XII. PROPOSAL ACCEPTANCE PERIOD:..... 11

XIII. CONFIDENTIAL / PROPRIETARY DATA AND INFORMATION:..... 12

XIV. LATE PROPOSALS: 12

XV. QUESTIONS AND EXPLANATIONS TO OFFERORS:..... 12

XVI. COMMUNICATIONS WITH VCU DURING THE RFP PROCESS: 12

XVII. ORAL PRESENTATIONS:..... 12

XVIII. BEST AND FINAL OFFERS (BAFO): 13

XIX. QUALIFICATIONS OF OFFERORS: 13

XX. CANCELLATION OF SOLICITATION: 13

XXI. EVALUATION CRITERIA:..... 13

XXII. AWARD OF CONTRACT: 13

XXIII. GENERAL TERMS AND CONDITIONS: 14

XXIV. SPECIAL TERMS AND CONDITIONS:..... 21

XXV. SPECIAL TERMS AND CONDITIONS DATA AND INTELLECTUAL PROPERTY:..... 23

XXVI. ATTACHMENTS:..... 27

I. **PURPOSE:**

- A. The intent and purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified sources for the provision of interactive, online primary prevention and awareness training modules for VCU's students and employees. The modules will promote awareness of sexual assault, domestic and dating violence and stalking, in compliance with Section 304 of the Violence Against Women Campus Sexual Violence Act ("SaVE Act") provision. These modules must include the following:
1. A statement that the institution prohibits dating violence, domestic violence, sexual assault, and stalking.
 2. The definitions of the above terms within VCU's jurisdiction (university policy and Commonwealth of Virginia criminal codes).
 3. The definition of "consent," in reference to sexual activity, within VCU's jurisdiction.
 4. Illustrations and information on safe and positive options for bystander intervention and risk reduction.
 5. Information on the institution's policies and procedures after a sex offense occurs.
 6. A description of VCU's disciplinary proceedings including the steps in the process, anticipated timelines, and the decision-making process for each type of disciplinary proceeding.
 7. Information on how to file a disciplinary complaint and how VCU determines which type of proceeding to use based on the circumstances of an allegation of dating violence, domestic violence, sexual assault, or stalking.
 8. Information regarding all of the possible sanctions that the institution may impose following the results of any institutional disciplinary proceedings for an allegation of dating violence, domestic violence, sexual assault, or stalking.
 9. A description of protective measures that VCU may offer following an allegation of dating violence, domestic violence, sexual assault, or stalking. Title IX training to students and employees

Term: The initial contract term shall be one (1) year, with the option of up to four (4) one (1) year renewals, to be executed upon mutual signed agreement of both parties.

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

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

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

II. BACKGROUND:

VCU Equity and Access Services serves as the Title IX office for VCU. All VCU students and employees are required to complete primary prevention and awareness training modules that promote awareness of sexual assault, domestic and dating violence and stalking and receive certificates of completion. VCU has been delivering online education to students and employees on these topics since fall 2015. The program supports two main campuses and seven branch campuses, over 31,000 students, and over 22,000 VCU employees.

The University's existing contract fully expires in April of 2020. The current solution includes 19+ content modules and include set up/customization (e.g., all IT, module selection, custom reporting, dashboard, custom campus login, custom pre- and post-test, etc.) and various other tools (e.g., reporting dashboard, email announcements, email reminders, supplemental tools, etc.)

Costs are estimated to be \$2.50 per student, about 7,300 new students per year annually (\$18,250) and \$2.50 per employee, about 1,600 per year (\$4,000) for a total of \$22,250.

III. 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 on 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.

IV. PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference call will be held at 1:00 PM EST on June 26, 2019.

Firms may participate in the pre-proposal conference via the information below:

- Join from PC, Mac, Linux, iOS or Android: <https://vcu.zoom.us/j/964181650>
- To run a test of Zoom on your computing device prior to the meeting, use this link: <https://zoom.us/test>
- To join via iPhone one-tap :
 - US: +16465588656,,964181650# or
 - +16699006833,,964181650#
- Or Telephone:

- Dial(for higher quality, dial a number based on your current location):
- US: +1 646 558 8656 or
- +1 669 900 6833
- Meeting ID: 964 181 650
- International numbers available: <https://zoom.us/j/964181650>
- **Firms should confirm their attendance by sending an email to baugustine@vcu.edu. This email should include the company name, contact name, and email address.**
- **Firms should send their questions well ahead of the pre-proposal conference call by sending an email to baugustine@vcu.edu.**

V. **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 the utilization of the words "shall" or "must" indicates a mandatory requirement.

A. General Requirements:

1. Contractor shall provide basic interactive, online primary prevention and awareness training modules for both students and employees, including:
 - a) A statement that the institution prohibits dating violence, domestic violence, sexual assault, and stalking.
 - b) The definitions of the above terms within VCU's jurisdiction (university policy and Commonwealth of Virginia criminal codes).
 - c) The definition of "consent," in reference to sexual activity, within VCU's jurisdiction, including reference to affirmative consent and incapacitation.
 - d) Illustrations and information on safe and positive options for bystander intervention and risk reduction, including strategies and skills for bystanders to intervene to prevent possible sexual violence.
 - e) Information on the institution's policies and procedures after a sex offense occurs.
 - f) A description of VCU's disciplinary proceedings, including the steps in the process, anticipated timelines, and the decision-making process for each type of disciplinary proceeding.
 - g) Information on how to file a disciplinary complaint and how VCU determines which type of proceeding to use based on the circumstances of an allegation of dating violence, domestic violence, sexual assault, or stalking.
 - h) Information regarding all of the possible sanctions that the institution may impose following the results of any institutional disciplinary proceedings for an allegation of dating violence, domestic violence, sexual assault, or stalking.
 - i) A description of protective measures that VCU may offer following an allegation of dating violence, domestic violence, sexual assault, or stalking.
 - j) Information on sexual harassment awareness and prevention.
 - k) Information on sexual violence awareness and prevention.
 - l) What constitutes sexual violence, including same-sex sexual violence.
 - m) The role alcohol and drugs often play in sexual violence incidents, including the deliberate use of alcohol and/or other drugs to perpetrate sexual violence.

- n) Retaliation Awareness and Avoidance.
- o) Sexually-based hazing.

B. Specific Requirements:

1. The Contractor should provide the following additional features.
 - a) Content specific for international students.
 - b) Peer to peer dialogue.
 - c) Visual reinforcement (e.g., motion graphics, infographics, video, animations, etc.).
 - d) Options for participants to opt into a system or app that will “push out” training tips.
 - e) Mechanism to alert viewers to potentially upsetting content.
 - f) Ability to test participants on the content presented.
 - g) Inclusive of a wide range of identities (race, ethnicity, sexual orientation, etc.) to include a spectrum of gender identities and expressions.
 - h) Completion time of 45 minutes to 1 hour.
 - i) Participants cannot advance or skip through content.
 - j) Dedicated tech support for participants who need technical assistance.

C. Functional Requirements:

1. The Contractor should offer the following functional requirements:
 - a) Reporting. The Contractor will deliver on periodic in-demand reports regarding program completion for both students and employees and offer an online dashboard with completion and assessment statistics.
 - b) Email announcements – The Contractor will send email announcements as needed throughout the school year, working with University prevention coordinators on relevant and accurate messaging approved by the university.
 - c) Supplemental activities – The Contractor will work with VCU prevention coordinators on program evaluations and assessments and produce reports upon request.
 - d) Tracking – The Contractor will work with VCU Technology Services as needed to track up to date student and employee completion and offer a user-friendly dashboard that allows prevention coordinators to check status.
 - e) Customization - The Contractor will include VCU branding within the online program and allow for customization of policy and added content including VCU developed videos and other VCU specific documents (such as a program/unit brochure or slide).

D. Technical Requirements:

1. The Contractor must be able to support the following technical requirements:
 - a) Blackboard Integration
 - b) Custom Campus Login Page and URL
 - c) Must be compatible with Cornerstone
 - d) Must be compatible with all student-facing systems

E. Reporting Requirements:

1. Vendor will deliver on periodic on-demand reports regarding program completion for both students and employees and offer an online dashboard with completion and assessment statistics for employees by division/area and for students by undergraduate/graduate, school, residential/off campus, international, Greek organization members, athletes, transfer students, other groups as requested.

VI. 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.

VII. 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 the 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.

VIII. 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.

IX. 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, Include a description of the research and/or evidence that supports your prevention and awareness educational objectives and your firm’s evaluation and/or assessment services 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 the 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 SBSB certified small business, it must submit and complete Appendix I (see Section IX and Appendix I below). DSBSB 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*.

G. Price Proposal

The proposal should include the elements listed below. Note VCU reserves the right to negotiate price.

The University needs to understand the associated lifecycle costs for your proposed system or service. Proposals must provide what additional licenses, customizations, tools, etc. we would need to purchase. The proposal should include the elements listed below.

- | | | |
|----|----------------------------------------------|----------|
| 1. | All-inclusive Initial “One-Time” Set-up fee: | \$ _____ |
| 2. | Year 1 Cost: | \$ _____ |
| 3. | Year 2 Cost: | \$ _____ |
| 4. | Year 3 Cost: | \$ _____ |
| 5. | Year 4 Cost: | \$ _____ |
| 6. | Year 5 Cost: | \$ _____ |
| 7. | Total Cost of Ownership*: | \$ _____ |

Additional services or products that are not specifically covered in this RFP, but are related to the overall scope, may be offered and may be considered part of the resulting Agreement.

X. 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 out and the names and addresses of potential Subcontractor(s) under the Contract.

SWaM REPORTING AND DELIVERY REQUIREMENTS:

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

The Contractor shall provide this information to:

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

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

XI. 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 acknowledgment.

XII. 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.

XIII. 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 its 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.

XIV. 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 ensure that its proposal reaches the issuing office by the designated date and hour.

XV. 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 June 25, 2019.

XVI. 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.

XVII. 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.

XVIII. BEST AND FINAL OFFERS (BAFO):

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

XIX. 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.

XX. 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.

XXI. EVALUATION CRITERIA:

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

Methodology/Approach	40%
Pricing Schedule	25%
Qualifications and Experience	25%
SWaM Status/Utilization*	10%

**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).*

XXII. 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. The Commonwealth reserves the right to make multiple awards as a result of this solicitation.
- D. 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.

- E. 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.

XXIII. 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. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article, which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically

identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.

- S. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Minimum Insurance Coverages and Limits Required for Most Contracts:
1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employers Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.
- V. DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

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

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 regulation prohibit discrimination against qualified individuals on the basis of disability (60-741.5(a)) and protected veteran status (41 CFR 60-300.5(a)), and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

- X. 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, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

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

- Y. 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.

- Z. 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.
- AA. 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.
- BB. 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.
- CC. 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.
- DD. 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.
- EE. 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.

- FF. 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.

XXIV. 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. 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.
- F. 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.
- G. 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.
- H. 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.
- I. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon mutual written agreement of both parties for four (4) successive one (1) year periods under the terms and conditions of the original contract. 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.
- J. 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.
- K. 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.
- L. 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.
- M. SECTION 508 COMPLIANCE: All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any Commonwealth agency or institution or

political subdivision of the Commonwealth (the “Technology”) shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.

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

XXV. 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.

XXVI. 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.

Payment:

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

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

Payment Methods

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

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

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

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

2. **ACH:** Electronic payment via automated clearing house (ACH) to the vendor provided bank account of record. Payment is processed thirty (30) days after receipt of a proper invoice for the amount of payment due, or thirty (30) days after receipt of the goods or services, whichever is later. Additional information about ACH payments is available at: <http://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: _____

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

VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
University-Wide Title IX Training
8543799BA

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:

Scenario Learning LLC., D/B/A Vector Solutions.
 2135 Dana Ave. STE #300
 Cincinnati, OH Zip Code 45207

Date: 7/12/19
 By (Signature In Ink): *Donna McMullin*
 Name Typed: Donna McMullin

E-Mail Address: donna.mcmullin@vectorsolutions.com Title: Vice President of Marketing, Education

Telephone: (513) 792-3936 Toll free, if available
 DUNS NO.: 02-158-5119

Fax Number: (513) 366-4074 Toll free, if available
 FEI/FIN NO.: 26-1565516

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

<input checked="" type="checkbox"/>	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>	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

Addendum #	#1	Addendum #	
Addendum Date	06 / 27 / 19	Addendum Date	__ / __ / __
Addendum #	#2	Addendum #	
Addendum Date	06 / 27 / 19	Addendum Date	__ / __ / __

Affix this Form as the FIRST PAGE of your proposal.



Confidential and Proprietary Information

As listed on the 'Offer Form' and within the RFP as 'Paragraph X,' we have marked confidential and proprietary information as "CONFIDENTIAL." Anything marked as such should not be shared to the public. A redacted version of our proposal has been provided to Virginia Commonwealth University.

The following areas in our response are considered confidential:

- References (Section D.)
- Outcomes and Performance Management (Section d.)



UNIVERSITY-WIDE TITLE IX TRAINING

Submission for RFP #8543799BA

Virginia Commonwealth University

July 24, 2019

Prepared by:

Morgane Williams

Virginia Regional Manager

2135 Dana Ave., Suite 300

Cincinnati, OH 45207

Ph: 513.366.2125/ Fax: 513.366.4074

Email: morgane.williams@vectorsolutions.com



Table of Contents

A. Introduction	5
B. Qualifications of Firm	7
C. Qualifications of Staff	8
D. References	10
E. Work Plan	11
a. General	11
b. Deliverables	18
c. Work Schedule / Timeline	19
d. Outcomes and Performance Management	20
e. Overall Risk	20
f. Other	21
F. Price Proposal	23
G. Appendix I - Small Business	24
H. Appendix II – Invoicing and Payment	26
I. Appendix III - Exceptions	29
J. Addendum I	31
K. Addendum II	34

Appendix

- aterial A – Research Summary for Sexual Violence Prevention Training*
- aterial B – Student Course Library*
- aterial C – Employee Course Library*
- aterial D – Certificate of Insurance*
- aterial E – Sample License Agreement*



A. Introduction

2135 Dana Avenue, Ste. 300
Cincinnati, OH 45207

To: Brandon C. Augustine, Category Manager

RE: University-Wide Title IX Training, RFP #8543799BA

Vector Solutions is a leading developer of award-winning eLearning and performance management SaaS solutions for the education, architecture, engineering, construction (AEC), industrial, facilities management, public safety, and IT industries. We're proud to currently serve more than 8,500 clients around the world.

We would like to formally express Vector Solutions' interest in providing our Sexual Violence Prevention Training, formerly known as Not Anymore, to Virginia Commonwealth University (VCU) for its faculty, staff, and students in response to RFP #8543799BA. We appreciate the opportunity to submit this proposal that will explain our qualifications and strategies to help your administrators more efficiently manage and provide online training to your employees and students. Thousands of academic customers throughout the U.S. rely on our award winning training system to automate their compliance training, saving valuable time and money, but more importantly, to make their institutions even safer and more inclusive places to work and learn. We would like to partner with VCU to provide these same benefits to your institution. Should you have any questions regarding this proposal, please contact:

Primary Contact — Morgane Williams, Virginia Regional Manager
513.783.2756, morgane.williams@vectorsolutions.com

Secondary Contact — Tom Elmer, Director of Higher Education
513.792.4409, tom.elmer@vectorsolutions.com

Vector Solutions' proposal is based upon the terms and conditions set forth in its standard Agreement, a copy of which is attached and incorporated by reference in Vector Solutions' proposal response. Vector Solutions' proposed terms and conditions represent a fair and reasonable allocation of the risks associated with its performance of the proposed services at the price quoted. Vector Solutions would welcome the opportunity to advance in the bidding process and to negotiate mutually agreeable terms to be included in a resulting contract which will become binding upon signing by both parties.

Thank you for this opportunity,

A handwritten signature in blue ink that reads "Joel S. Petersen".

Joel Petersen
Vice President of Sales, Education
joel.petersen@vectorsolutions.com



Company Overview

Vector Solutions is honored to respond to **RFP #8453799BA for University-Wide Title IX Training** for Virginia Commonwealth University (VCU) to facilitate its compliance training needs with our Sexual Violence Prevention Training. We appreciate the opportunity to present our qualifications and plans to help your administrators efficiently implement and manage employee and student compliance training campus-wide through our web-based system.



Vector Solutions is a leader in eLearning and performance support, providing award winning SaaS solutions for the education, architecture, engineering, construction (AEC), industrial, manufacturing, facilities management, public safety, and IT industries. Our market-leading brands, [SafeColleges](#) [SafeSchools](#) [Exceptional Child](#) [TeachPoint](#) [RedVector](#) and [Target Solutions](#) deliver continuing education (CE), training, and technology and performance management solutions using the latest innovations in learning and technology. Our extensive online and mobile learning library exceeds more than 8,000 courses written by over 250 subject matter experts and reaches over 7 million professionals worldwide.

Our company was founded in 2004 and is headquartered in Tampa, Florida. We have over 350 employees, with offices in Cincinnati, San Diego, Boston, Camas, and Salt Lake City. Our Education Business Unit is located in Cincinnati, Ohio and our business hours are from Monday through Friday, 8:00 am to 5:00 pm EST. All training programs are managed by our Client Success Management and Sales teams. We're currently serving more than 8,500 clients and are proud to have a 95% renewal rate, across all verticals.

The Vector Solutions Education Business Unit, located in Cincinnati, Ohio, serves the higher education market through its SafeColleges and Not Anymore brands. Vector Solutions is very committed to Higher Education and serving campus administrators with a variety of customized SaaS solutions that can positively impact an institution's mission and values and help create a safer, more inclusive campus. In addition to online training, we provide SafeColleges Alert, an anonymous tip reporting system, SafeColleges Incident, an incident management system, and SafeColleges SDS, an online SDS and chemical management system.



B. Qualifications of the Firm

Vector Solutions fully understands the scope of VCU's RFP titled "University-Wide Title IX Training" and proposes our Sexual Violence Prevention Training, formerly known as Not Anymore. We feel confident that our effective, research based training, combined with our flexible management system, provides the best solution for VCU and its requirements.

Currently serving over 700 colleges and universities, our solutions help administrators address critical issues affecting campuses across the U.S., such as sexual violence, alcohol and drug abuse, diversity/inclusion, and hazing. With the objective of creating safer and more inclusive campuses worldwide, Vector Solutions Higher Education helps administrators address these challenging issues today through our user-friendly training management system with engaging, evidence-based courses. Our platform allows administrators to customize training to better fit an institution's campus culture and values, so that significant change can happen with students, faculty, and staff on your campus today.

Our Sexual Violence Prevention Training educates students about consent, healthy relationships, bystander intervention as well as the realities of sexual assault, dating/domestic violence, sexual harassment, stalking, rape culture and the role of alcohol in sexual violence.

Our Sexual Violence Prevention courses were created specifically to help universities meet Title IX and VAWA education requirements in a way that is appropriate, engaging and relatable to college students. We recognized the unique characteristics of undergraduate students, graduate students, and also returning students, and develop training to specifically meet the needs of these different student types.

Due to confidentiality obligations, Vector Solutions is unable to provide a client list. Upon receipt and confirmation of VASCUPP Member consent to disclose such information, Vector Solutions will provide the information requested.

Please see Material A in the Appendix for the Sexual Violence Prevention Training Research Summary.



C. Qualification of the Staff



Morgane Williams (Primary Contact for VCU)

Regional Sales Manager for Virginia

Phone: 440.308.6434, **Email:** morgane.williams@vectorsolutions.com

Morgane joined Vector Solutions in 2017 and is the Regional Manager for California. Her extensive knowledge of our Not Anymore and SafeColleges products and commitment to helping our customers maximize their implementations is reflected in our 95% renewal rate. Morgane has a BBA from the University of Cincinnati



Tom Elmer

Director of Higher Education Initiatives

Tom joined Vector Solutions in 2015. With a passion for education, Tom has been a leader in the technology and eLearning industries for over two decades. Tom has an extraordinary ability to develop long-term relationships with customers because he's committed to their successful use of our programs. He has a BA from the University of Wisconsin Stout



Hannah Howe

Director of Client Success

Hannah joined Vector Solutions in 2008 and now oversees the Customer Service Team. She has extensive knowledge of our products and is committed to helping our customers maximize their Vector Solutions Education product implementations. Hannah has a BA in Communications from Ohio University.



Terrylynn Pearlman (Primary Client Success Manager for VCU)

Client Success Manager

Terrylynn joined Vector Solutions in 2018 when Student Success (Not Anymore and Every Choice) merged with the company. She has ten years of experience in the education technology industry and continues to oversee setup and implementation for previous Student Success clients. Terrylynn has a Ph.D. in Criminal Justice from SUNY Albany.



Danielle Hayek (Secondary Client Success Manager for VCU)

Client Success Manager II

Danielle joined the Vector Education Team as an intern on our Client Success Management Team and since then has continued to impress customers with her wealth of experience and knowledge of our training solutions. Throughout the years, Danielle has developed key strategic relationships with college and university administrators to determine their specific and unique training needs, so that they can better utilize our courses and/or system.



Justin Doran

Senior Technical Systems Analyst

Justin has been in the SaaS industry for over 8 years, working with both software startups as well as Fortune 500 companies. At Vector Solutions, he provides unique technical solutions for system integrations, custom reports, and acts as a liaison between the Client Success Management Team and the Development Teams. Justin has helped hundreds of academic clients complete advanced technical integrations



CONFIDENTIAL

D. References

Below you will find three references that can be used to discuss their experience with Vector Solutions Education and our Sexual Violence Prevention Training:

Reva Wittenberg

Associate Director of Campus Wellness

California State University - Sacramento

Phone: (916) 278 - 2036

Email: reva.wittenberg@csus.edu

Products: Sexual Violence Prevention Training, Alcohol and Drug Abuse Prevention Training

Dennis Macheska

Associate Dean of Student Affairs and Housing

The Culinary Institute of America

Phone: (845) 451-1280

Email: dennis.macheska@culinary.edu

Products: Sexual Violence Prevention Training, Alcohol and Drug Abuse Prevention Training

Kara Shustrin

Associate Dean of Students & Director of Student Conduct

Southern Illinois University Edwardsville

Phone: (618) 650-2023

Email: ksnyder@siue.edu

Products: Sexual Violence Prevention Training



E. Work Plan

a. General

i. General Requirements

Vector Solutions' Sexual Violence Prevention Training is a customized training experience offering clients the unique ability to include information that is pertinent to their institution. This allows clients to communicate institution specific information, as it relates to sexual violence, across the employee and student population. Customizing this training experience empowers students and employees by making this important information easily accessible.

1. Contractor shall provide basic interactive, online primary prevention and awareness training modules for both students and employees, including:

a. A statement that the institution prohibits dating violence, domestic violence, sexual assault, and stalking.

Our proposed Sexual Violence Prevention Training for Virginia Commonwealth University is customized for undergraduate students, graduate students, international students, and employees. Our Sexual Violence Prevention Training will be customized to include a prohibition statement from VCU that prohibits dating violence, domestic violence, sexual assault and stalking.

b. The definitions of the above terms within VCU's jurisdiction (university policy and Commonwealth of Virginia criminal codes).

Our Sexual Violence Prevention Training will be customized to include the definitions of dating violence, domestic violence, sexual assault, and stalking within VCU's jurisdiction (university policy and Commonwealth of Virginia criminal codes).

c. The definition of "consent," in reference to sexual activity, within VCU's jurisdiction, including reference to affirmative consent and incapacitation.

Our Sexual Violence Prevention Training will include the definition of consent, in reference to sexual activity, within VCU's jurisdiction, including reference to affirmative consent and incapacitation.

d. Illustrations and information on safe and positive options for bystander intervention and risk reduction, including strategies and skills for bystanders to intervene to prevent possible sexual violence.

Our Sexual Violence Prevention Training includes a module solely dedicated to Bystander Intervention. This section of the course helps the viewer:

- Appreciate the similarity between intervening for loved ones and intervening for all people.



- Appropriate a simple method for situational assessment and deciding on an intervention.
- Understand how to exercise the variety of types of interventions that are available in any given situation.
- Learn the importance of doing something.

e. Information on the institution's policies and procedures after a sex offense occurs.

Our Sexual Violence Prevention Training will be customized to include information on the institution's policies and procedures after a sex offense occurs.

f. A description of VCU's disciplinary proceedings, including the steps in the process, anticipated timelines, and the decision-making process for each type of disciplinary proceeding.

Our Sexual Violence Prevention Training will be customized to include any and all information on VCU's disciplinary proceedings.

g. Information on how to file a disciplinary complaint and how VCU determines which type of proceeding to use based on the circumstances of an allegation of dating violence, domestic violence, sexual assault, or stalking.

Our Sexual Violence Prevention Training will be customized to include any and all information on how to file a disciplinary complaint and how VCU determines which type of proceeding to use based on the circumstances of an allegation.

h. Information regarding all of the possible sanctions that the institution may impose following the results of any institutional disciplinary proceedings for an allegation of dating violence, domestic violence, sexual assault, or stalking.

Our Sexual Violence Prevention Training will be customized to include any and all information on the possible sanctions that VCU may impose following the results of any institutional disciplinary proceedings for an allegation of dating violence, domestic violence, sexual assault, or stalking.

i. A description of protective measures that VCU may offer following an allegation of dating violence, domestic violence, sexual assault, or stalking.

Our Sexual Violence Prevention Training will be customized to include protective measures that VCU may offer following an allegation of dating violence, domestic violence, sexual assault, or stalking.



j. Information on sexual harassment awareness and prevention.

Our Sexual Violence Prevention Training includes a module solely dedicated to Sexual Harassment. This section of the course helps the viewer:

- Understand the destructive nature of harassment, including its relationship to rape culture, even when seemingly harmless.
- Recognize the distinction between quid pro quo and hostile environment harassment.
- Understand the parallels between bullying/cyber bullying and harassment.
- Learn the procedures to follow when encountering harassment and or bullying.
- Become aware of the available resources

k. Information on sexual violence awareness and prevention.

Our Sexual Violence Prevention Training informs students on sexual violence awareness and prevention strategies. These courses educate learners on the realities of dating violence, domestic violence, stalking, harassment, which are all components of sexual violence.

l. What constitutes sexual violence, including same-sex sexual violence.

Our Sexual Violence Prevention Training is designed to inform learners of the full-reality of sexual violence. Within the 'Consent and Sexual Assault' section of the course, the training covers that sexual violence occurs across all sexual orientations and in all communities.

m. The role alcohol and drugs often play in sexual violence incidents, including the deliberate use of alcohol and/or other drugs to perpetrate sexual violence.

Our Sexual Violence Prevention Training includes a module solely dedicated to Alcohol. This section of the course helps the viewer:

- Understand the prevalence of alcohol's role in sexual assault on college campuses.
- Appreciate some of the dominant reasons that alcohol plays such a destructive role within a student's life, such as:
 - Ubiquitous use.
 - Its effect on inhibitions.
 - Alcohol myopia.
 - Its intentional use by predators.
 - Its heightened danger when mixed with stimulants such as energy drinks.



n. Retaliation Awareness and Avoidance.

Our Sexual Violence Prevention Training for Employees covers retaliation within its modules. All courses can be customized to add custom-VCU provided content within the course to cover 'Retaliation Awareness and Avoidance' within VCU's jurisdiction.

o. Sexually-based hazing.

Our Sexual Violence Prevention Training doesn't cover "sexually based hazing," but our new *Hazing Prevention: Misconceptions and Pitfalls* course does cover "sexually-based hazing" and if you would like this added to your proposed solution, we would be happy to do that and the modules could be added to include this content into the assigned Sexual Violence Prevention Training.

ii. Specific Requirements

1. The Contractor should provide the following additional features:

a. Content specific for international students.

Our *Title IX Essentials for International Students* course helps international students better understand consent, sexual assault / interpersonal violence terms and policies, the difference between laws and policies and how United States interpersonal violence laws may differ from laws in their home country, navigate interpersonal relationships in the United States, and more.

In addition, our *Title IX Essentials for International Students* course is closed captioned in English, Spanish, Vietnamese, Korean, Chinese, Arabic, Spanish, Japanese, Hindi, and Portuguese.

b. Peer to peer dialogue.

To incorporate change in student behaviors, our training utilizes many different mediums to engage users during our training courses. One element our training utilizes is peer presenters. With peer presenters, our training can create peer to-peer dialogue that will help students more easily relate and comprehend these serious issues.

c. Visual reinforcement (e.g., motion graphics, infographics, video, animations, etc.).

Our Sexual Violence Prevention Courses use peer presenters throughout the courses to create a peer-to-peer dialogue. Survivor and bystander testimonials create an emotional connection between students and the issues. Video based scenarios bring ideas and concepts to life while motion graphics, infographics and animations add visual reinforcement of ideas.



d. Options for participants to opt into a system or app that will “push out” training tips.

Our training system doesn't allow for students to opt into a system feature or an application that will “push out” training tips.

e. Mechanism to alert viewers to potentially upsetting content.

Our Sexual Violence Prevention Training utilizes ‘Trigger Warnings’ as a mechanism to alert training users to upsetting content. Our courses will inform students that the courses contain real-life personal accounts of interpersonal violence and how to utilize the feature if they would like to.

Our training will warn the user of potentially upsetting content in advance. Five seconds before the potentially upsetting content, a red square will appear in the course player. If a student chooses to utilize this feature, the screen will go black and the sound will mute until the triggering material is played through.

f. Ability to test participants on the content presented.

All Vector Solutions Education courses provide institutions with courses that incorporate assessments within the training. A variety of assessment types will be available to the institution to choose from. In addition, administrators can select the passing rates for each assessment.

g. Inclusive of a wide range of identities (race, ethnicity, sexual orientation, etc.) to include a spectrum of gender identities and expressions.

Our Sexual Violence Prevention Training has consistently received the highest marks from university review committees for diversity and inclusion. The students featured in the program represent various gender identities, nationalities, races and abilities. Our courses are non-heteronormative from beginning to end.

h. Completion time of 45 minutes to 1 hour.

Our Sexual Violence Prevention Training requires a completion time of 45 minutes to 1 hour.

i. Participants cannot advance or skip through content.

Our training system doesn't allow participants to advance or skip through the course.

j. Dedicated tech support for participants who need technical assistance.

The Vector Solutions Client Success Management Team is among the best in the industry. An annual subscription to Vector Solutions Education includes the



assignment of a dedicated Client Success Manager who is available for immediate and continued assistance. Your Client Success Manager and the entire Client Success Team is also available to provide assistance to any and all users.

We may be reached via phone at 800.434.0154 and/or via email during normal business hours and are ready to answer any questions your employees or students may have. Our customer support hours are Monday through Friday, from 8:30 AM to 6:00 PM EST. During the months of August and September, customer support hours are expanded from 8:00 AM to 6:30 PM EST. Additionally, questions can be sent directly to Client Success Manager or our Client Success Team at info@studentsuccess.org. Your successful implementation and utilization of our programs is our highest priority.

iii. Functional Requirements

1. The Contractor should offer the following functional requirements:

- **Reporting. The Contractor will deliver on periodic in-demand reports regarding program completion for both students and employees and offer an online dashboard with completion and assessment statistics.**

Our training system provides real-time tracking of employee and student completions where an administrator can review in our online dashboard. In addition to reviewing completion data in the online dashboard, administrators can review a variety of reports, such as pre- and post-assessment aggregate data and statistics.

We will create custom completion reports with VCU-requested data at no additional cost. Our 'Standard Reports' typically include student completion data, which can also be aggregated, and be filtered by any number of student groups as required by VCU.

- **Email announcements – The Contractor will send email announcements as needed throughout the school year, working with University prevention coordinators on relevant and accurate messaging approved by the university.**

Our training system allows for automatic initial and ongoing email communication for users. These automatic email communications include both the original enrollment notice as well as reminders that are sent only to those participants who have not completed the requirement. VCU prevention coordinators can work with their Vector Solutions Client Success Manager to customize messaging to be relevant, accurate, and approved by the university.



- c. Supplemental activities – The Contractor will work with VCU prevention coordinators on program evaluations and assessments and produce reports upon request.**

Vector Solutions will work with the VCU prevention coordinators on program evaluations and assessments while also producing reports upon request. We find that it is best practice to have on-going conference calls or meetings, with program leads to measure VCU goals relevant to our training.

- d. Tracking – The Contractor will work with VCU Technology Services as needed to track up to date student and employee completion and offer a user-friendly dashboard that allows prevention coordinators to check status.**

Our Vector Solutions Client Success Management Team will work with VCU Technology Services as needed to track completion data and provide assistance with our online dashboard, so that administrators can easily check completion and assessment data and/or statistics on their own time.

Vector Solutions can also work with VCU Technology Services to provide automatic completion reports via SFTP, if requested.

- e. Customization - The Contractor will include VCU branding within the online program and allow for customization of policy and added content including VCU developed videos and other VCU specific documents (such as a program/unit brochure or slide).**

Vector Solutions Client Success Management will work with VCU to include campus-specific materials to incorporate within the training as we find campus-specific training makes a bigger impact on students. Our training system and courses will be customized to include VCU materials, such as logo, prohibition statements, campus definitions and policies, as well as any and all available campus resources. In addition, VCU-developed videos and documents can be added to our training system.

iv. Technical Requirements

- 1. The Contractor must be able to support the following technical requirements:**

- . Blackboard Integration**

Vector Solutions can integrate with Blackboard via LTI.

- b. Custom Campus Login Page and URL**

By default, our customers access the training content by this method. If you would like to bypass a custom-campus login page, we can utilize a SSO integration.



c. Must be compatible with Cornerstone

In our experience, our clients are usually using Cornerstone for employee records. If that is the case for VCU, we can provide our Sexual Violence Prevention Training for Employees or Title IX Training for Employees via SCORM to be uploaded into Cornerstone OnDemand.

d. Must be compatible with all student-facing systems

Our training system is compatible with most student-facing systems, however, we would request a list of student-facing systems utilized by VCU, so we could confirm compatibility.

v. Reporting Requirements

- 1. Vendor will deliver on periodic on-demand reports regarding program completion for both students and employees and offer an online dashboard with completion and assessment statistics for employees by division/area and for students by undergraduate/graduate, school, residential/off campus, international, Greek organization members, athletes, transfer students, other groups as requested.**

Vector Solutions is willing to deliver periodic on-demand reports regarding course completion for both students and employees and, if awarded, is looking forward to collaborating with VCU to decide which types of reports are the most insightful and valuable to VCU. In addition, we are willing to provide ad hoc reports upon request.

VCU administrators will have access to an online dashboard that populates completion and assessment data and statistics. And, as long as VCU provides data that can filter training users by division/ area, student type, or whatever qualities requested, data can be filtered as such.

b. Deliverables

Vector Solutions proposes the following deliverables for Virginia Commonwealth University in order to deliver Title IX University-Wide Training along with our intuitive training system, so that administrators can get real-time completion and assessment data.

Sexual Violence Prevention Training for Undergraduate Students

Sexual Violence Prevention for Undergraduate Students is a reality-driven course designed to educate students about consent, healthy relationships, bystander intervention, as well as the realities of sexual assault, dating violence, domestic violence, and more. Featuring student presenters and survivors, the course includes scenarios, testimonials, and key advice for dealing with these crucial topics. This course includes essential and mandated information about: Consent & Sexual Assault, Dating/Domestic



Violence, Stalking, Sexual Harassment, Bystander Intervention, Alcohol, Verbal Defense, Healthy Relationships, and What to Do if Violence Occurs. Also, it provides additional educational materials, such as testimonials and scenarios to reinforce key concepts.

Sexual Violence Prevention Training for Graduate Students

Sexual Violence Prevention for Graduate Students is a reality-driven course designed to educate students about consent, healthy relationships, bystander intervention, as well as the realities of sexual assault, dating violence's, domestic violence, and more. Featuring student presenters and survivors, the course includes scenarios testimonials, and key advice for dealing with these crucial topics. This course includes essential and mandated information about: Consent & Sexual Assault, Dating/Domestic Violence, Stalking, Sexual Harassment, Bystander Intervention, Alcohol, Verbal Defense, Healthy Relationships, and What to Do if Violence Occurs. Also, this course provides additional educational materials, such as testimonials and scenarios to reinforce key concepts.

Title IX Essentials for International Students

Title IX Essentials for International Students is a reality-driven course designed to help international students better understand Title IX issues and how they relate to U.S. culture. Addressing crucial, real-world topics and featuring numerous real-life testimonials from current international students, this course is intended as an introduction for, or supplement to other prevention education provided by your college or university.

Title IX and Sexual Violence Prevention Essentials for Employees

Title IX and Sexual Violence Prevention for Employees was created in partnership with Juliette Grimmett, MPH, of the Chrysalis Network. Drawing on Juliette's 20 years of violence prevention work, this reality-driven course is designed to empower employees to provide an effective and caring response to students or colleagues who disclose being affected by interpersonal violence. This course covers such crucial topics as the prevalence of these crimes on campus, why people perpetrate, federal requirements for campuses, the power of primary prevention, sexual harassment and sexual discrimination, how to be an active bystander, Title IX and what it means, reporting obligations, trauma-informed response, campus policies and resources, and more.

Our customized solution will provide VCU the ability to streamline information on disciplinary complaints, how VCU determines which type of proceeding to use, information about possible sanctions, and information on the protective measures that VCU may offer following an allegation of dating violence, domestic violence, sexual assault, or stalking. This customized solution will serve as a way to distribute consistency in communication on these policies and topics.

c. Work Schedule / Timeline

Since Virginia Commonwealth University is a current customer of Vector Solutions, the implementation timeline will be fairly short and streamlined since the technical integrations are already in place. Each year, we ask administrators to review their custom content to make sure that it reflects institution-specific needs. If revisions are



requested on the custom content, we will make those necessary changes before training is assigned.

If VCU decides to move forward with our offer of utilizing employee training in Cornerstone OnDemand, we will need to provide a SCORM file of the course which is a relatively quick process and can be provided between two or three business days. It's important to note that all administrative decisions and reporting will happen through that LMS in this case. In our experience clients enjoy the ease and intuitiveness of administering training through one, unified system. We can provide either service, and look forward to discussing what solution best fits VCU.

d. Outcomes and Performance Management

CONFIDENTIAL

After reviewing the scope of this RFP as well as our relationship with VCU, we have come up with the following outcomes that we are looking forward to achieving with this project:

- High Utilization
- Positive Feedback
- Increase in Knowledge

Employee Training

For 2018-2019 academic year, there were 1761 employee completions at an 87% completion rate. The average pretest was 85%, and the average posttest increased to 96% resulting in an 11% percent change for knowledge increase.

Student Training

For 2018-2019 academic year, 2061 graduate students completed training, 95% completion rate. The average pretest was 75%, and the average posttest increased to 93% resulting in an 18% percent change of knowledge increase. 10,857 undergraduates completed training, 95% completion rates. The average pretest was 73% and the average posttest increased to 94% resulting in a 21% percent change for knowledge increase.

Although as you see through the history of your utilization data that it is high, we are willing to work with VCU to determine how we can increase these numbers even further. As for positive feedback, it has always been a goal of ours to create courses for employees and students that not only help with changing behaviors on campus, but that are engaging and well-received. And, the evaluation surveys incorporated with the program allow learners to be transparent about the experience with the training. Vector Solutions proposes to help make sense of the raw information provided on a semesterly or annually time frame. Lastly, we would like to see an increase knowledge of the course topic from the pre-assessment to the final-assessment, so that we can help with making VCU an even safer place to work and learn.

e. Overall Risk



Risk management is an important tier of support to Vector Solutions. It's critical to us to have clear and consistent communication if anything would negatively impact our provided solution to VCU's RFP. As VCU's current vendor of online training for employees and students, we find the risks relating to the success of this project are relatively low. We have noticed the need for more comprehensive and customized reports and look forward to collaborating with VCU on how we can address this moving forward and delivering on its expectations.

As far as personnel changes, VCU's account set up has been documented thoroughly, and if there are any personnel changes, VCU will be made aware of this immediately. We have an excellent and experienced Client Success Management Team assigned to work with VCU: **Primary**— Terrylynn Pearlman, **Secondary**— Danielle Hayek. And, your Regional Manager, Morgane Williams, will be available for continued assistance.

f. Other

In addition to the proposed courses, Vector Solutions Education can be used as a campus-wide solution as we have additional engaging, powerful courses for both employees and students.

Student Training

Our Student Course Library has a variety of additional sexual violence prevention courses to be used for supplemental training or continued education throughout a student's time on campus. Here are the available courses outside the scope of VCU's RFP, but could be helpful serving as a campus-wide solution to ending sexual violence on campus:

- *Sexual Violence Prevention Essentials for Athletes**
- *Sexual Violence Prevention Essentials for Campus Organizations*
- *Sexual Violence Prevention Essentials for Sororities*
- *Returning Students – Ongoing Education Courses*
 - *Clarifying Consent*
 - *Rethinking Relationship*
 - *Consent and Bystander Intervention*
 - *Sexual Harassment and Stalking*
 - *Verbal Defense and Relationships*
 - *Bystander Intervention – Every Choice (Refresher)*

*VCU referenced within this RFP to 16 varsity sports competing in the NCAA Division 1, our *Sexual Violence Prevention Essentials for Athletes* was developed specifically for student athletes and their specific journey on campus.

Our Alcohol and Drug Abuse Prevention Training is powerful, engaging training that focuses on explaining the risks of abusing alcohol and drugs while on campus and the detrimental effects this can bring to a student's life. The following courses are available:



- *Alcohol and Other Drugs*
- *Alcohol and Other Drugs Sanctions*
- *Prescription Addiction Suite*
 - *Prescription Addiction: Stimulants and Depressants*
 - *Prescription Addiction: Opioids*

These courses can help VCU comply with the Drug-Free Schools and Campuses Regulations (EDGAR Part 86). Requirements of EDGAR Part 86:

- *“IHE’s receiving federal funds must develop and implement a program to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees.*
- *The programs must include annual notification of: standards of conduct, sanctions for violating federal, state, and local law and campus policy, a description of the health risks associated with alcohol and drug use, and a description of treatment options.*
- *Biennial report to the US Department of Education.”*

Standards of conduct, sanctions for violating laws and policies and a description of treatment options can all be added to the custom introduction, conclusion, or resources section of our *Alcohol and Other Drug* courses.

The pre- and post-test metrics are helpful when administrators are completing their biennial report, which includes the effectiveness of their prevention programs, and the reports within the Not Anymore training system can support showing that this information has been distributed to students.

Please see Material B in the Appendix for our Student Course Library.

Employee Training

We offer over 150 courses for employees, outside of the proposed Title IX course that VCU has been utilizing the past several years. We have additional Title IX courses such as *Title IX and Sexual Misconduct*, *Title IX: Roles and Responsibilities for Coordinators and Administrators*, *Title IX: Roles of Responsible Employees*, *Campus Security Authorities*, *Implicit Bias*, *ADA Overview*, *FERPA*, *Drug Free Workplace*, *Minors on Campus* and more.

While we understand that this RFP is hosted by VCU Equity and Access Services, we wanted to make VCU aware of the potential of our campus-wide solution that we offer with the various training courses that can support other departments. Again, these can easily be imported to Cornerstone OnDemand or in our training management system.

Please see Material C in the Appendix for our Employee Course Library.



F. Price Proposal

The proposal should include the elements listed below. Note VCU reserves the right to negotiate price.

The University needs to understand the associated lifecycle costs for your proposed system or service. Proposals must provide what additional licenses, customizations, tools, etc. we would need to purchase. The proposal should include the elements listed below.

1. All-inclusive Initial "One-Time" Set-up fee:	\$0 00**
2. Year 1 Cost:	\$22,250.00
3. Year 2 Cost:	\$22,917.50
4. Year 3 Cost:	\$23,605.02
5. Year 4 Cost:	\$24,313.17
6. Year 5 Cost:	\$25,042.57
7. Total Cost of Ownership*:	\$118,128.26

** VCU is already set up as a customer

All of our services have a 3% price increase each year. If VCU wanted to enter into a longer agreement than one (1) year, the 3% fee would be waived for the length of the contract.

Please note that the additional courses listed under 'Other' are not included in the price.

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.*

Scenario Learning LLC, D/B/A Vector Solutions does not intend to use any subcontractors to perform the services proposed in its bid.

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: Michelle Mengheni

Email: Michelle.Mengheni@vectorsolutions.com

Phone: (813) 207-0012 x1274

Firm: Scenario Learning LLC, D/B/A Vector Solutions.

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: 

Name Printed: Donna McMullin

Title: Vice President of Marketing, Education

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

**APPENDIX II
INVOICING AND PAYMENT**

Invoicing:

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

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

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

Payment:

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

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

Payment Methods

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

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

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

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

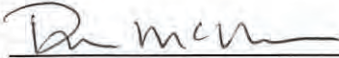
2. **ACH:** Electronic payment via automated clearing house (ACH) to the vendor provided bank account of record. Payment is processed thirty (30) days after receipt of a proper invoice for the amount of payment due, or thirty (30) days after receipt of the goods or services, whichever is later. Additional information about ACH payments is available at: <http://treasury.vcu.edu/banking/vendor-ach/>.

Contractor must indicate the method of payment selected:

Commercial Card Payment (Wells Fargo VISA)

Automated Clearing House (ACH)

Invoicing and Payment Method Acknowledgement:

Signature:	
Name Printed:	<u>Donna McMullin</u>
Title:	<u>Vice President of Marketing, Education</u>
Name of Firm:	<u>Scenario Learning LLC., D/B/A Vector Solutions.</u>
Date:	<u>7/12/19</u>

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

Name of the individual:	<u>Jeff Stine</u>
Title:	<u>Accounts Receivable Coordinator</u>

Mailing address: 4890 W Kennedy Blvd #300 Tampa, Florida 33609

jeff.stine@vectorsolutions.com

Email address:

Phone number:

(813) 207-0012 x1287

Fax number:

(813) 286-7992

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
X: Proposal Response Format, C. Qualifications of the Firm	Due to confidentiality obligations, Vector Solutions is unable to provide a client list. Upon receipt and confirmation of VASCUPP Member consent to disclose such information, Vector Solutions will the information requested.
XXIII. General Terms and Conditions M. Testing and Inspection	For clarification the Services being provided are deemed accepted when they become available for Client's use.
XXIII. General Terms and Conditions, N. Assignment of Contract	Vector Solutions is owned by a private equity company, which requires the ability to organize and manage its resources without seeking prior approval from its clients. With 8,000 plus customers, it would not be practical to require permission from each customer prior to assignment. For this reason, Vector Solutions requests the ability for assignment in limited situations, provided there is not material change in the services, or cost of services, provided and proposes the inclusion of the following language at the end of this provision: Notwithstanding the foregoing, Vector Solutions may reely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided that there is no material change to the Services being provided or the cost of such Services.
XXIII. General Terms and Conditions, O. Changes to the Contract	Vector Solutions proposes that subsection (2) be omitted as not applicable to the scope of Services provided.
XXIII. General Terms and Conditions, P. Default	Vector Solutions proposes that any such damages be subject to the limitation of liability in Section 7.1 (Limitation on Liability) of the Scenario Learning Higher Education Client Agreement
XXIII. General Terms and Conditions, Z. Limitation of Liability	Vector Solutions agrees to the limit on the Commonwealth's liability. Vector Solutions proposes that its liability be subject to the limitation of liability in Section 7.1 (Limitation on Liability) of the attached Scenario Learning Higher Education Client Agreement.
XXIII. General Terms and Conditions, CC. Audit	For clarification, Vector Solutions proposes that audits be conducted once per contract year during the Term of the Agreement, and thereafter, once per calendar year, upon not less than ten (10) days advance written notice.

XXIII. General Terms and Conditions, FF. Additional Goods and Services	For clarification, any such additional purchased services will be provided via amendment as mutually agreed upon in writing, signed by both Parties.
XXIV. Special Terms and Conditions, C. Cancellation of Contract	Vector Solutions proposes that in the case that VCU cancels the contract for convenience, they will not be entitled to a refund of any fees already paid to Vector Solutions.
XXIV. Special Terms and Conditions, E. Gramm-Leach-Bliley Act	Vector Solutions proposes that E. (Gramm-Leach-Bliley Act) is included only to the extent it is applicable to the services being provided.
XXIV. Special Terms and Conditions, G. Indemnification	Vector Solutions proposes that this indemnification be subject to the limitation of liability in section 7.1 (Limitation on Liability) in the attached Scenario Learning Higher Education Client Agreement.
XXIV. Special Terms and Conditions, L. Commercial Warranty	The warranty applicable to this agreement is in Section 6 of the Scenario Learning Higher Education Client Agreement.
XXIV. Special Terms and Conditions, M. Section 508 Compliance	For clarification: Vector Solutions' end-user platform is compliant. The administrator platform and certain custom courses are not compliant. Vector Solutions will supply a VPAT upon request.
XXV: Special Terms and Conditions: Data and Intellectual Property, 2. Liability	Vector Solutions proposes that its liability be subject to the limitation of liability in section 7.1 (Limitation on Liability) of the Scenario Learning Higher Education Client Agreement.
XXV: Special Terms and Conditions: Data and Intellectual Property, I. Data Transfer Upon Termination	For clarification, Vector Solutions does not automatically destroy data, but will do so upon request.
XXV: Special Terms and Conditions: Data and Intellectual Property, J. Audits	Vector Solutions does not offer security audits
XXV: Special Terms and Conditions: Data and Intellectual Property, K. Compliance, 3. PCI Standards	For clarification, this is not applicable to our proposed services.
XXV: Special Terms and Conditions: Data and Intellectual Property, L. No End User Agreements or End User License Agreements	For clarification, Vector Solutions proposes that the Scenario Learning Higher Education Client Agreement attached hereto be part of the contract document, as mutually agreed upon in writing by both Parties after negotiation.



Procurement Services

RFP - Addendum

DATE: June 27, 2019

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 8543799BA

Commodity/Title:	University-Wide Title IX Training
Issue Date:	June 18, 2019
Proposal Due:	July 18, 2019 at 2:00 PM EST
Pre-Proposal Conference:	June 26, 2019 at 1:00 PM EST

Reference Page 1, Section 1., A., 9.

The above is hereby changed to read:

9. A description of protective measures that VCU may offer following an allegation of dating violence, domestic violence, sexual assault, or stalking.

Reference Page 7, Section V., A., 1., n.

The above is hereby changed to read:

n) Retaliation awareness and avoidance.

Reference Page 12, Section XV.

The above is hereby changed to read:

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 5, 2019.

Reference Page 23, Section XXIV., N.

The above is hereby changed to read:

N. NONVISUAL ACCESS TO TECHNOLOGY: All Technology shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:

- a) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
- b) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- c) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- d) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if University determines (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and ii) nonvisual equivalence is not available.

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

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.1-807 through 2.1-811 of the Code of Virginia.

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,

Brandon Augustine, CUPO
Category Manager
Phone: (804) 628-2893

Scenario Learning LLC., D/B/A Vector Solutions.

Name of Firm

Dr McNeill, VP Marketing; VS EDU

Signature/Title

7/12/19

Date



Procurement Services

RFP - Addendum

DATE: June 27, 2019

ADDENDUM NO. 2 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 8543799BA

Commodity/Title:	University-Wide Title IX Training
Issue Date:	June 18, 2019
Proposal Due:	July 18, 2019 at 2:00 PM EST
Pre-Proposal Conference:	June 26, 2019 at 1:00 PM EST

Pre-Proposal - Questions and Answers

- Q1. Is there an incumbent? If so, who is the incumbent?
 A1. Yes. Scenario Learning, LLC, d/b/a Vector Solutions (formerly Student Success)
- Q2. Will VCU provide the content and subject matter expertise, or is that the responsibility of the selected contractor?
 A2. The content and subject matter expertise is the responsibility of the selected contractor.
- Q3. Will the existing modules be updated, or will this be an entirely new training module(s)?
 A3. If a new program is selected, this would include new modules.
- Q4. Is the training required for only new students and staff, or is there an annual requirement?
 A4. The training requirement is for all incoming students and employees. However, having refresher courses available would be very helpful.
- Q5. Will a point of contact be provided for university specific topic information?
 A5. Yes, the Deputy Title IX Coordinator for Students Tammi Slovinsky will be the

contact.

- Q6. Are there any current images or videos that will be provided by the university?
A6. Yes, a brief introductory video is provided on the student and employee trainings.
- Q7. Does the training module need to be mobile accessible?
A7. Yes, this would be very helpful given the student population.
- Q8. Does the university have any VCU specific scenarios they would like incorporated?
A8. No
- Q9. Is American English the only required language?
A9. No, we would prefer several languages and these would be provided given current population demographics.
- Q10. Are there annual changes to the training material?
A10. Yes, the content of the policy and state laws does tend to change.
- Q11. Regarding XIII. Confidential/ Proprietary Data and Information (page 12): Can we submit a redacted version of our response?
A11. Yes, but we would require both a redacted and unredacted version.
- Q12. Special Terms and Conditions N (page 23): states that the bidder "shall comply with the following nonvisual access standards," yet does not list those standards. Can you please clarify?
A12. See Amendment 1.
- Q13. An individual submitted a free trial request for our product, should I let her know we are going through the RFP process, or would you like me to send her demo access? How would you like us to handle these requests during the RFP process?
A13. Formals communications shall be directed to the buyer listed on the solicitation cover sheet. For specific situations, we can schedule a time to discuss the particulars.

Q14. I thought I heard that eight modules would be requested for both the students and staff. Will these modules be micro learning modules for a total of 45 minutes to one hour for completion?

A14. Microlearning modules could be helpful in terms of keeping the user's attention but are not required. We would like to keep the training to about one hour or less.

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.

Scenario Learning LLC., D/B/A Vector Solutions.

Name of Firm

D. McNeil, VP Market VS EDU

Signature/Title

7/12/19

Date



Material A

Research Summary for Sexual Violence Prevention Training



Primary Sexual Violence Prevention Training: Summary of Research

Our Primary Sexual Violence Prevention training educates college students about consent, bystander intervention, and healthy relationships, as well as the realities of sexual assault, dating/domestic violence, sexual harassment, and stalking.

Our Sexual Violence Prevention training stimulates change in student attitudes and behavior by helping students emotionally connect to, as well as better understand, these issues.

To establish that essential emotional connection to learning and enhance outcomes, our training fortifies knowledge transfer by incorporating real testimonials from survivors and bystanders throughout the training. Though not specifically identified below, those testimonials prove essential to this goal. Students who have completed our training tell us repeatedly that the testimonials made the biggest impact. The testimonials cause students to *care* about these issues. When students care, they begin to think and act differently.

Introduction

Consent/Sexual Assault

- Comprehend commonly misunderstood aspects of sexual assault perpetrators, including statistical and behavioral elements
- Understand the general standard for “enthusiastic consent”
- Recognize differences between popular conceptions and statistical/legal realities
- Learn why rape is never the victim’s fault
- Understand that sexual violence occurs across all sexual orientations and in all communities

Bystander Intervention

- Appreciate the similarity between intervening for loved ones and intervening for all people
- Appropriate a simple method for situational assessment and deciding on an intervention
- Understand how to exercise the variety of types of interventions that are available in any given situation
- Learn the importance of doing something



Verbal Defense

- Understand how to employ tactics for de-escalating/escaping hazardous circumstances without escalating the conflict
- Understand the value of presenting clear boundaries
- Comprehend a range of available verbal diffusive tactics
- Observe actual verbal defense tactics play out in real-time
- Recognize how verbal defense can be contextualized to individual circumstances
- Develop self-conceived verbal defense tactics
- Reinforce the idea that it is never the victim's fault regardless of what they do, or do not do, in any particular situation

Alcohol & Other Drugs

- Understand the prevalence of alcohol's role in sexual assault on college campuses
- Appreciate some of the dominant reasons that alcohol plays such a destructive role,
 - ubiquitous use,
 - its effect on inhibitions,
 - alcohol myopia,
 - its intentional use by predators,
 - and its heightened danger when mixed with stimulants such as energy drinks

Dating/Domestic Violence

- Learn the nature of aggressive people and relationship violence within college-aged populations
- Understand "Red Flag" behaviors that potentially identify individuals prone to committing interpersonal violence
- Understand characteristics of persons in controlling or abusive relationships
- Learn reasons to take action to end such relationships

Sexual Harassment

- Understand the destructive nature of harassment, including its relationship to rape culture, even when seemingly harmless
- Recognize the distinction between quid pro quo and hostile environment harassment
- Understand the parallels between bullying/cyber bullying and harassment
- Learn the procedures to follow when encountering harassment and or bullying
- Become aware of available resources



Stalking

- Comprehend statistical realities of stalking
- Understand the characteristics of stalking
- See the distinctions between stalking and normal behavior
- Understand cyberstalking
- Explore options for contending with stalking & cyber stalking
- Learn bystander interventions against stalking

What to do if sexual assault occurs

- Understand the importance of not attributing blame to victims of sexual assault
- Learn procedures for contending with assault as a victim and/or friend, including the importance of seeking medical and psychological help, and receiving personal support
- Understand the potential long-term consequences of sexual assault
- Learn how to be supportive of someone who has been assaulted
- Learn the importance of becoming an advocate for this issue

Research Basis for Student Training

Vector Solution's online educational model yields proven results in comprehensional, attitudinal, and behavioral change in college-aged students on the socio-educational issue of interpersonal violence.

Vector Solution's training is based on the recognition of both intellectual understanding and behavioral change, as well as a long-term need for greater cultural change across the institution and beyond. Vector Solutions, therefore specializes in changing perspectives on the particularly difficult issues associated with interpersonal violence and on catalyzing material cultural change through online interaction.

Method

Although any online training can communicate information, Vector Solutions uses a particular and proprietary online pedagogy that breaks through socio-cognitive barriers. A few examples of its methodology follow:

- In order to bring social impact to intellectual content, Vector Solutions builds on situated and communal learning theories (Wenger, 1999; Gee, 2004; Lave & Wenger, 1991) that treat intellectual content not as the primary consideration but as of secondary concern relative to its place in a cultural context. Thus, Vector Solutions training heightens the social agency students gain through understanding training content. It accomplishes this not only by communicating its content through peers, but also by presenting that content as a social force, such as by helping students understand how understanding rape myths can facilitate rather than impede sexual interaction.



- Vector Solutions also taps an essential emotional level of learning. Drawing on overwhelming research that increased engagement correlates with stronger learning outcomes (Kuh, Kinzie, Shuh, & Whitt, 2005; Pascarella, & Terenzini, 5; Carini, Kuh, & Klein, 2004) the online pedagogy contextualizes otherwise abstract content within more material structures, such as in authentic accounts of rape, dating violence and stalking.
- Finally, Vector Solutions draws on other contemporary methods of inducing behavioral change, such as motivational interviewing (Miller & Rollnick, 2 ; Miller & Rose, 2009), which prompts training participants to solidify and articulate their own ways of overcoming real and perceived barriers to growth.
- When combined with expert content, the pedagogical forces above drive meaningful intellectual, attitudinal, and behavioral change in participants of Vector Solutions' Student Training.



STUDENT TRAINING OUTCOME SUMMARY AND HIGHLIGHTS

014-2017 to date (as of January 2017)

As of January 2017, over 400,000 students have taken the training. The following are some of the results from the pre and post-tests completed by students.

Personal Views, Experiences and Behaviors

Unfortunately, results show that students are fairly familiar with interpersonal violence in the form of sexual assault, dating violence, and stalking whether directly or through knowledge of a survivor, or in the role of bystander. While the majority considered interpersonal violence a significant problem on college campuses prior to the training, only a minority felt they were likely to witness such a situation and knew that a third of sexual assaults begin in the presence of bystanders. This can be problematic as students may be less likely to intervene in interpersonal violence because they will not be anticipating it. After the training, such anticipation increased 26 percentage points, and those viewing the problem as significant rose 10-16 points depending on the type of violence.

- 16% experienced interpersonal violence
- 52% know someone who experienced interpersonal violence
- 26% witnessed interpersonal violence
- Pre - 80% agreed that sexual assault is a significant problem on college campuses; Post – 95%
- Pre - 39% believed they were likely to witness a situation with a high risk for interpersonal violence in their college experience; Post – 65%
- Pre – % knew that a third of sexual assaults begin in the presence of a bystander; Post – 83%

Fortunately, pre-training, the majority of students felt that, within their abilities, they were responsible for stopping interpersonal violence, and reported being ready to intervene in possible interpersonal violence; some had already done so.

- Pre - 83% agreed that they are responsible for stopping interpersonal violence; Post 93%
- Pre - 82% were “likely” or “very likely” to intervene in a situation to stop interpersonal violence; Post 9 %
- 10% reported having been in a clear situation of interpersonal violence and having intervened

In terms of student behaviors that might place them at greater risk of being victimized or perpetrating a sexual assault, pre- and post-tests show positive results. The majority of students indicated avoiding a couple of very negative behaviors prior to the training and an even higher percentage on the post-test. However, quite troubling only the minority of students initially reported communicating clearly with their dates about their sexual desires and intentions. Fortunately, on the post-test, that number increased 30 percentage points. The



majority of students also indicated that they would feel comfortable using force or verbal defense to try to escape a sexual situation where “No” was not working; comfort for both such behaviors increased after the training.

- Pre - 73% of students claimed to never assume their date wants to have sex; Post - 86%
- Pre - 70% of students claimed never having sex while intoxicated/drugged; Post - 79%
- Pre - 38% of students reported that they always communicate clearly their sexual desires/intentions to their partners; Post - 68%
- Pre - 74% of students claimed to be comfortable trying to use verbal defense to escape a sexual situation; Post - 87%

In terms of student willingness to report an incident where a friend or acquaintance had sex with them against their will, prior to the training only the minority of students were willing to report to key people who could provide assistance. However, after the training, the majority of students were willing to report to all but school officials increasing the chances that survivors of interpersonal violence will receive the assistance they are likely to need.

- Pre - 47% friend/family; Post - 64%
- Pre - 36% the medical profession; Post - 6 %
- Pre - 25% a counselor; Post - 5 %
- Pre - 32% the law; Post - 5 %
- Pre - 25% their school; Post - 48%

Knowledge of Interpersonal Violence

Prior to the training, students were somewhat informed as to the concepts of sexual assault and consent. Eighty-four percent knew that sexual assault involved any sexual activity without consent, the majority knew that consent is generally not possible if the victim is intoxicated, drugged, unconscious, mentally impaired or underage, and 92% knew that consent can be withdrawn at any time during sex and sexual activity must stop immediately. In addition, at least 85% knew that a sexual act can become sexual assault even if the victim did not say “No” or physically resist, and at least 93% responded that consent is still necessary even if the victim is known to engage in frequent sex or if the people involved had sex on prior occasions. Post-test results indicated an increase of 4 to 34 percentage points in the percentage of students answering correctly for each fact.

Smaller percentages of students were familiar with the characteristics of the typical sexual assault. While 76% reported that the majority of sexual assaults are not committed by strangers, less than 35% knew that the majority do not involve force/threat of force, or physical resistance by the victim. Only 66% of students reported that victims are never to blame, and 46% believed that it is up to the victim to resist. The majority of 60-91% of students correctly identified these statements on the post-test, an average increase of 29 percentage points. Such increased awareness of the aforementioned items is



crucial to students' ability to properly identify their own and others' experiences of interpersonal violence and respond in ways that result in healthier outcomes.

Another key area to improving understanding and response also saw positive outcomes. On the pre-test the majority of students demonstrated knowledge of the impacts of sexual assault on survivors, including rape trauma syndrome and increased likelihood of dropping out of school, attempting suicide, and suffering from depression, and drug and alcohol use. In addition, 60-90% were aware of what to do if they or a friend experienced sexual assault. These two areas saw increases in knowledge of 16 and 22 percentage points respectively on the post-test.

Finally, with alcohol playing a prominent role in 200,000 sexual assaults annually and 75% of college sexual assaults, it is key that students have a sense of the extent and nature of the problem. While on the pre-test over 83% knew that alcohol interferes with consent for sex and that an intoxicated perpetrator can be charged with committing sexual assault, their knowledge of why alcohol increases the likelihood of sexual assault and their general knowledge of alcohol were limited. On the post-test, such knowledge increased an average of 48 percentage points with students leaving with a better understanding of the amount of alcohol in a standard drink, proof, rookies, and the reasons alcohol impacts consent.

Student Training Evaluation

We also are pleased to note that the majority of students found the Student Training worthwhile. In terms of the training as a whole, 87% felt that it is important for colleges to provide this training, 84% of students rated the training as "Excellent" or "Good," and 76% responded that they would recommend the training to other students. Nearly 75% percent of students indicated that the training taught them ways that they should change their behavior, and a similar percentage indicated that they would in fact do so. In addition, over 90% percent of students indicated that the training helped them understand consent as it relates to sexual assault, factors that contribute to sexual assault, how to intervene in possible sexual assault situations, and how to escape a potential sexual assault as well as better understand sexual harassment, dating/domestic violence, what a healthy relationship should be, and stalking.



Material B

Student Course Library



ALCOHOL & DRUG ABUSE PREVENTION

Our Alcohol & Drug Abuse Prevention courses are powerful, evidence-based courses that stimulate change in student attitudes and behavior by presenting students with the many risks of abusing alcohol and/or drugs and detrimental effects that these can have on their lives.

Alcohol & Other Drugs

Alcohol & Other Drugs – Sanctions

Marijuana: What You Should Know (Coming Soon)

Prescription Addiction Suite:

Opioids

Stimulants & Depressants

CAMPUS LIFE

Our Campus Life courses help educate students on important topics that can often occur on campus. Each course is authored by industry experts, so that your campus can support a safer learning environment.

Creating a Respectful Campus for LGBTQ+ Students

Bystander Intervention for Students

Active Shooter

Active Shooter: *Run, Hide, Fight*

Health & Safety Awareness on Campus

Campus Fire Safety

Diversity Awareness

Sensitivity Awareness

Cybersecurity Overview

Email and Messaging Safety

Password Security Basics

Communication Styles and Skills

Study Skills

Time Management

Title IX Rights and Protections



PRIMARY SEXUAL VIOLENCE PREVENTION

Our Primary Sexual Violence Prevention courses comply with Title IX and Clery Act (Campus SaVE Act) legislation and educates students about consent, healthy relationships, bystander intervention, as well as the realities of sexual assault, dating violence, domestic violence, and sexual harassment.

Sexual Violence Prevention for Community College Students

Sexual Violence Prevention for Undergraduate Students

Sexual Violence Prevention for Graduate Students

Sexual Violence Prevention for Non-Traditional Students

Bystander Intervention – Every Choice

SUPPLEMENTAL SEXUAL VIOLENCE PREVENTION

Our Supplemental Sexual Violence Prevention courses provide students with a variety of sexual violence courses, including additional training on interpersonal violence prevention, customized by student-type, as well as refreshers and on-going training:

Sexual Violence Prevention Essentials for Athletes (NCAA)

Sexual Violence Prevention Essentials for Campus Organizations

Title IX Essentials for International Students

Sexual Violence Prevention Essentials for Sororities

Returning Students-Ongoing Education

Clarifying Consent

Rethinking Relationships

Consent and Bystander Intervention (Refresher)

Sexual Harassment and Stalking (Refresher)

Verbal Defense and Relationships (Refresher)

Bystander Intervention – Every Choice (Refresher)



Student Course List

Priced Separately

WELLNESS

Our Wellness courses educate students on critical social and emotional well-being issues that they may face on campus. With the goal of changing student behaviors, each course provides powerful strategies, scenarios, and student testimonials.

Hazing Prevention: Misconceptions and Pitfalls

Mental Health Awareness (Coming Soon)



Material C

Employee Course Library



Employee Course Library

EMERGENCY MANAGEMENT	Author	Length	Available in Spanish	Coming Soon
Active Shooter (<i>Administrators</i>)	Dorn & Nguyen	46 mins		
Active Shooter (<i>Staff</i>)	Dorn & Nguyen	46 mins		
Active Shooter: <i>Run, Hide, Fight</i>	Braverman & Evans	13 mins		
Crisis Response and Recovery	Dorn & Shepherd	14 mins		
Terrorism: Awareness & Response (<i>Administrators</i>)	Multiple Contributors	32 mins		
Terrorism: Awareness & Response (<i>Staff</i>)	Multiple Contributors	31 mins		
EMPLOYMENT PRACTICES/SUPERVISORY	Author	Length	Available in Spanish	Coming Soon
Conducting Job Interviews	Catherine Mattice	24 mins		
Discrimination: <i>Avoiding Discriminatory Practices</i>	Catherine Mattice	29 mins	SP	
Managing Difficult Behaviors	Catherine Mattice	18 mins		
Performance Evaluations	Catherine Mattice	24 mins		
Performance Management	Laura Schulkind	29 mins		
Reasonable Suspicion for Drug & Alcohol Use	Patrick Hancock	27 mins		
Retaliation Liability	Catherine Mattice	27 mins		
Sensitivity Awareness	Catherine Mattice	32 mins		
Sexual Harassment: <i>Policy & Prevention</i>	Armstrong & Mattice	69 mins	SP	
Supervisor's Role in Safety	Staff	25 mins		
Supervisory Investigations: <i>An Overview</i>	Laura Schulkind	22 mins		
Supervisory Investigations: <i>Procedures</i>	Laura Schulkind	34 mins		
Termination: <i>Practice & Procedure</i>	Patrick Hughes	22 mins		
Wrongful Termination	Laura Schulkind	34 mins		
ENVIRONMENTAL	Author	Length	Available in Spanish	Coming Soon
Accident Investigation	Jeremy Norton	25 mins		
Aerial Lift Safety	Jeremy Norton	21 mins		
Asbestos Awareness	Joseph Guth	25 mins		
Back Injury & Lifting	Multiple Contributors	18 mins		
Back Injury & Lifting: <i>Custodial & Maintenance</i>	Multiple Contributors	14 mins	SP	
Chemical Spills Overview	Jinda Stroud	22 mins		
Commercial Mower Safety	Staff	25 mins		
Compressed Gas Safety	Mike Peterman	13 mins		
Confined Spaces	Bryan Visscher	18 mins	SP	
Electrical Safety: <i>Complete</i>	Bryan Visscher	25 mins		
Electrical Safety: <i>Timer</i>	Bryan Visscher	17 mins		
Energy Conservation	Bryan Visscher	17 mins		
Eye & Face Protection	James Vaughan	12 mins	SP	
Free trials available	1.800.434.0154			www.SafeColleges.com



Employee Course Library

ENVIRONMENTAL, CONT.	Author	Length	Available in Spanish	Coming Soon
Facility Emergencies	Bryan Visscher	21 mins		
Fall Protection	Bryan Visscher	24 mins		
Fire and Explosion Hazards	ohn Snider	25 mins		
Fire Extinguisher Safety	Mike Peterman	12 mins		
Forklift Safety	eremy Norton	17 mins		
Hand & Power Tool Safety	eremy Norton	23 mins	SP	
azard Communications: <i>Right to Understand</i>	inda Stroud	26 mins	SP	
earing Loss Prevention	Vaughan & Sommer	13 mins		
eat Illness Prevention	Staf	15 mins		
Indoor Air Quality Awareness	Rich Prill	22 mins		
ntegrated Pest Management	anet Hurley	24 mins		
adder Safety	Vaughan & Sommer	21 mins	SP	
ead Safety Awareness	Bryan Visscher	14 mins		
ockout/Tagout: Energy Release	Vaughan & Sommer	13 mins		
Material Safety Data Sheets (MSDS)	Vaughan & Sommer	15 mins		
Mercury Spills	urt Poulsen	14 mins		
Of ice Ergonomics	ames Vaughan	13 mins		
Personal Protective Equipment (PPE)	isa Yu	15 mins		
Respirable Crystalline Silica Awareness	Bryan Visscher	16 mins		
Respiratory Protection	eremy Norton	17 mins		
Safety Committee Operations	eremy Norton	16 mins		
Safety Data Sheets (SDS)	inda Stroud	19 mins	SP	
Scaf olding Safety	eremy Norton	22 mins		
Science Lab Safety	urt Poulsen	25 mins		
Science Laboratory Chemical Spills	inda Stroud	28 mins		
Scissor Lift Safety	eremy Norton	21 mins		
Slips, Trips & Falls	Multiple Contributors	24 mins	SP	
Stormwater Management	Samantha Brown	24 mins		
Trenching & Excavation Safety	eremy Norton	19 mins		
Utility Cart Safety	Staf	17 mins		
Water Damage Prevention	Bryan Visscher	28 mins		
Welding, Cutting & Brazing Safety Awareness	eremy Norton	22 mins		
Workplace Injury Prevention	Multiple Contributors	20 mins		



Employee Course Library

HEALTH	Author	Length	Available in Spanish	Coming Soon
AED (Automated External Defibrillators)	ucinda Mejdell-Awbry	19 mins		
Bloodborne Pathogens Exposure Prevention: <i>Complete</i>	Vaughan & Sommer	19 mins		
Bloodborne Pathogens Exposure Prevention: <i>Refresher</i>	Vaughan & Sommer	13 mins		
Cardiopulmonary Resuscitation (CPR)	Tibbitts & Eastman	13 mins		
Common Illness Prevention	ucinda Mejdell-Awbry	13 mins		
Concussion Awareness: Athletics	Brent George	16 mins		
First Aid	ucinda Mejdell-Awbry	31 mins		
Health Emergencies: <i>Asthma Awareness</i>	Carol Jones	13 mins		
Health Emergencies: <i>Diabetes Awareness</i>	Tibbitts & Eastman	10 mins		
Health Emergencies: <i>Hemophilia</i>	Tibbitts & Eastman	8 mins		
Health Emergencies: <i>Life-Threatening Allergies</i>	Carol Jones	9 mins		
Health Emergencies: <i>Overview</i>	Tibbitts & Eastman	21 mins		
Health Emergencies: <i>Seizures</i>	Janell Eastman	11 mins		
HIV/AIDS Awareness	Carol Jones	6 mins		
MRSA Awareness	ucinda Mejdell-Awbry	12 mins		
Pandemic Flu	Sonayia Shepherd	19 mins		
Steroid & PED Awareness in Athletics	Dr. Charles LeRoy	23 mins		
Stress Management	Catherine Mattice	29 mins		
Student Mental Health	Dr. Bonnie Hedrick	11 mins		



Employee Course Library

HUMAN RESOURCES	Author	Length	Available in Spanish	Coming Soon
Americans with Disabilities Act Overview	William Goren	31 mins		
Athletic Liability	Donna Lopiano	45 mins		
Boundary Invasion	Patterson & Austin	23 mins	SP	
Camps on Campus: <i>eping Minors Safe</i>	Staf	12 mins		
Clery Act Overview	Alison Kiss	27 mins		
Conflict Management: <i>Staff-to-Staff</i>	azler & Carney	20 mins		
Customer Service: <i>Administration</i>	Sta	11 mins		
Customer Service: <i>Faculty</i>	Sta	9 mins		
Customer Service: <i>Support Staff</i>	Sta	9 mins	SP	
Discrimination Awareness in the Workplace	Catherine Mattice	14 mins	SP	
Diversity Awareness: <i>Staff-to-Staff</i>	Catherine Mattice	23 mins		
Drug Free Workplace	Jeremy Norton	22 mins		
FACTA: Identity Theft & Consumer Protections	Staf	13 mins		
Family Medical Leave Act (FMLA)	Catherine Mattice	15 mins		
FERPA: <i>Confidentiality of Records</i>	Staf	15 mins		
General Ethics in the Workplace	Catherine Mattice	16 mins		
PAA Overview	Jonathan Tomes	18 mins		
Sexual Harassment: <i>Staff-to-Staff: Complete</i>	Staf	29 mins		
Sexual Harassment: <i>Staff-to-Staff: Refresher</i>	Staf	15 mins		
Title IX and Gender Equity in Athletics	Donna Lopiano	43 mins		
Title IX and Sexual Misconduct	Michelle Issadore	25 mins	SP	
Title IX and Sexual Violence Prevention*	Dr. Steve Pearlman	28 mins		
Title IX: Roles & Responsibilities for Coordinators & Administrators	AALRR	36 mins		
Title IX: Roles of Responsible Employees	AALRR	26 mins		
Title VI Overview	Staf	33 mins		
Workplace Bullying: <i>Awareness & Prevention</i>	Catherine Mattice	20 mins		
Workplace Violence: <i>Awareness & Prevention (Employee)</i>	Catherine Mattice	20 mins	SP	
Workplace Violence: <i>Awareness & Prevention (Supervisor)</i>	Catherine Mattice	28 mins	SP	

*Course can be added for an additional fee



Employee Course Library

INFORMATION TECHNOLOGY	Author	Length	Available in Spanish	Coming Soon
Browser Security Basics	Pete Just	15 mins		
Copyright Infringement	William Stepien	22 mins		
Cybersecurity	Pete Just	13 mins		
Email and Messaging Safety	Pete Just	12 mins		
Password Security Basics	Pete Just	7 mins		
Payment Card Industry Data Security Standard (PCI DSS) Overview	Pete Just	13 mins		
Protection Against Malware	Pete Just	15 mins		
NUTRITION SERVICES	Author	Length	Available in Spanish	Coming Soon
Food Safety & Kitchen Sanitation	Art Dunham	13 mins		
Food Service Equipment: <i>Safe Use</i>	Art Dunham	28 mins		
Food Service Equipment: <i>Sanitation</i>	Art Dunham	22 mins		
Foodborne Illnesses	Art Dunham	19 mins		
ACCP: <i>Hazard Analysis & Critical Control Points</i>	Art Dunham	23 mins		
Nutrition Basics	Art Dunham	21 mins		
SECURITY	Author	Length	Available in Spanish	Coming Soon
Arson Awareness & Prevention	ohn Snider	31 mins		
Campus Security Authorities: <i>Roles & Responsibilities</i>	Staf	13 mins		
Copper Theft Awareness	Staf	9 mins		
Safety Basics for Security Staf	eenan & Associates	22 mins		
Visual Weapons Screening	Dorn & Shepherd	15 mins		



Employee Course Library

SOCIAL & BEHAVIORAL	Author	Length	Available in Spanish	Coming Soon
Campus SaVE Act: <i>Sexual Violence Awareness</i>	Staf	31 mins		
Child Abuse: <i>andatory Reporting</i>	Wendy Armstrong	24 mins		
Child Abuse: <i>andatory Reporting (Primer)</i>	Eve Pearl	19 mins		
Dating Violence: <i>Identification & Prevention</i>	Staf	20 mins		
azing	Dr. Bonnie Hedrick	17 mins		
mplicit Bias & Microaggression Awareness	Dr. Tammy Hodo	21 mins		
Making Campus Safe for LGBTQ+ Students	Multiple Contributors	22 mins		
Making Schools Safe & Inclusive for Transgender Students	Mattice & Meyer	19 mins		
Playground Supervision	Susan Hudson	16 mins	SP	
Prescription Drug Abuse: <i>Impact on Students</i>	TBD	TBD		*
Self-Injury & Cutting	Dr. Scott Poland	18 mins		
Student Drug & Alcohol Abuse	Mary Haag	23 mins		
Youth Suicide: <i>Awareness & Prevention</i>	Scott Poland	27 mins		

TRANSPORTATION	Author	Length	Available in Spanish	Coming Soon
15-Passenger Van Safety	Staf	19 mins		
Defensive Driving	Patrick Fitzpatrick	19 mins		
Distracted Driving	Staf	12 mins		
Road Rage	Patrick Fitzpatrick	7 mins		
Van Safety	Patrick Fitzpatrick	22 mins		
Winter Driving	Patrick Fitzpatrick	15 mins		

Revised 7/12/19



Material D

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wallace Welch Willingham, Inc. 300 1st Ave. So., 5th Floor Saint Petersburg FL 33701	CONTACT NAME: PHONE (A/C. No. Ext): 727-522-7777 FAX (A/C. No.): 727-521-2902 E-MAIL ADDRESS: certificates@w3ins.com														
INSURED REDVCOM-01 RedVector.com, LLC (See Named Insureds listed below) 4890 W. Kennedy Blvd Suite 300 Tampa FL 33609	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Great Northern Ins. Co.</td> <td style="text-align: center;">20303</td> </tr> <tr> <td>INSURER B : Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER C : Pacific Indemnity Co./Chubb</td> <td style="text-align: center;">20346</td> </tr> <tr> <td>INSURER D : Chubb Custom Ins. Co.</td> <td style="text-align: center;">38989</td> </tr> <tr> <td>INSURER E : ACE American Ins. Co.</td> <td style="text-align: center;">22667</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Great Northern Ins. Co.	20303	INSURER B : Federal Insurance Company	20281	INSURER C : Pacific Indemnity Co./Chubb	20346	INSURER D : Chubb Custom Ins. Co.	38989	INSURER E : ACE American Ins. Co.	22667	INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Great Northern Ins. Co.	20303														
INSURER B : Federal Insurance Company	20281														
INSURER C : Pacific Indemnity Co./Chubb	20346														
INSURER D : Chubb Custom Ins. Co.	38989														
INSURER E : ACE American Ins. Co.	22667														
INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 1421119787** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			36051315	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73606230	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			78188424	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71754615	11/1/2018	11/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E	Professional E&O Cyber Liability			36051314 G25662490001	11/1/2018 11/1/2018	11/1/2019 11/1/2019	Per Claim/Agg 5,000,000/5,000,000 Per Claim/Agg 5,000,000/5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Named Insured: TargetSolutions Learning, LLC; Convergence Training LLC, SimplyDigi.com, Inc.; Scenario Learning, LLC; Scenario Learning Canada ULC; TargetSolutions, Inc.; NFORMD.NET LLC; Clear Pond Technologies Inc.; Casino Essentials LLC; IGCIP, LLC; CrewSense, LLC; Halligan, Inc.; Medteq Solutions CA Ltd

If contract is awarded to Named Insured, the following will apply:
 The Commonwealth of Virginia is additional insured as respects to the General Liability if required by written contract, subject to terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER

CANCELLATION

Virginia Commonwealth University Procurement Services 912 W. Grace Street, 5th Floor Richmond VA 23284	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
-----------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Liability Insurance

Endorsement

Policy Period NOVEMBER 1, 2018 TO NOVEMBER 1, 2019

Effective Date NOVEMBER 1, 2018

Policy Number 3605-13-15 TPA

Insured REDVECTOR.COM, LLC

Name of Company GREAT NORTHERN INSURANCE COMPANY

Date Issued NOVEMBER 14, 2018

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**, but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is ~~more~~ specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative





Material E

Sample License Agreement

Scenario Learning, LLC Higher Education Client Agreement

This Higher Education Client Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between Scenario Learning, LLC ("Scenario"), an Ohio limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. **Services.** Scenario shall provide the following services:

1.1. **Access.** Scenario will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any employee or contractor of Client, designated by Client ("Users").

1.2. **Availability.** Scenario shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond Scenario's control.

1.3. **Help Desk.** Scenario will assist Users as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week at scheduled hours.

2. **Client's Obligations.**

2.1. **Compliance.** Client shall be responsible for Users' compliance with this Agreement and use commercially reasonable efforts to prevent unauthorized access to or use of the Services. Client agrees that it will comply with all applicable laws, standards, and regulations, and will not use the Software in a manner not specified or permitted by Scenario.

2.2 The parties agree that they are subject to the Family Educational Rights and Privacy Act ("FERPA") and to that end agree (a) they are each providing educational services to the other that they would otherwise have to provide for themselves using faculty and staff; (b) each party has a legitimate educational interest in the student education records disclosed under this Agreement; and (c) SCENARIO agrees to be under the direct control of User with respect to the use and maintenance of information from student education records. The Parties agree that any Party, including a "school official" that receives student education records as otherwise enumerated in this Agreement acknowledges that the student education record is confidential and may use the information only for the purposes for which the disclosure was made hereunder including only the reporting of the student's use of the Software and review of materials

by external examiners and except as permitted elsewhere in this Agreement, SCENARIO may not re-disclose the information to any third party without prior written consent from the student and User. Furthermore, the parties agree to work together to share student education records in a manner that best assures the protection of student education records from disclosure.

2.3 Additionally, the following subsections (a) and (b) apply if and only if Client is purchasing "SafeColleges Alert Service" and/or SafeColleges Incident Tracking Service":

(a) "SafeColleges Alert Service," Client acknowledges that all transmissions it receives from the SafeColleges Alert Service may contain highly sensitive information and Client shall ensure that such information is secured from transmission and/or disclosure to unauthorized recipients. Client agrees that it will be solely responsible for establishing a security system to prevent the transmission and/or disclosure of such information to unauthorized recipients. In addition, Client agrees that it shall be solely responsible for the determination of the identities of authorized recipients and unauthorized recipients. Client agrees to handle the data in accordance with the Family Educational Rights and Privacy Act ("FERPA") and any associated federal, state or local laws or regulations, and that it will monitor employees using the SafeColleges Alert Service to ensure they abide by the SafeColleges Alert Privacy Policy and Terms of Use; or

(b) "SafeColleges Incident Tracking Service," Client represents and warrants that it is not a health care provider, health plan, or health care clearinghouse (collectively, a "covered entity") as those terms are defined under the federal Health Information Portability and Accountability Act ("HIPAA"). Client further represents and warrants that it is not a business associate as that term is defined under HIPAA. Client further agrees to indemnify and hold Scenario and its officers, members, agents and employees harmless from any and all claims and demands (including reasonable attorneys' fees associated with the same) made by Client and/or any third party due to or arising out of any claim that Scenario is a covered

entity or business associate, due to Client's use of the SafeColleges Incident Tracking Service.

2.2. **Identify Named Users.** For Clients utilizing Scenario's learning management system ("Scenario LMS"), Client shall (i) provide a listing of its Named Users no later than the Effective Date of this Agreement; (ii) cause each of its Named Users to complete a unique profile if not created by Scenario on their behalf; (iii) timely maintain user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be deleted from the Scenario LMS. Client agrees to pay for the greater of (i) number of Named Users in the Scenario LMS, and (ii) the number of Named Users who accessed a course in a given contract year.

2.4. **Future Functionality.** Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. **Fees and Payments.**

3.1. **Fees.** Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 0.0% per year.

3.2. **Payments.** All fees due under this Agreement must be paid in United States dollars. Company will invoice Client in advance pursuant to the Payment Terms in Schedule A. All invoices are payable 30 days after invoice date. All fees collected by Scenario under this Agreement are fully earned when due and nonrefundable when paid.

3.3. **Suspension of Service for Overdue Payments.** Any fees unpaid for more than thirty (30) days past the due date shall bear interest at 1.5% per month. Scenario shall have the right, in addition to all other rights and remedies to which Scenario may be entitled, to suspend Client's Users' access to the Services without notice until all overdue payments are paid in full.

3.4. **Taxes.** All fees under this Agreement exclude all sales, use, and other taxes and government charges, whether federal, state or foreign, and Client will be responsible for

payment of all such taxes (other than taxes based on Scenario's income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If Scenario has a legal obligation to pay or collect taxes for which Client is responsible under the Agreement, then the appropriate amount will be invoiced to and paid by Client, unless Client claims tax exempt status for amounts due under this Agreement and provides Scenario a valid tax exemption certificate (authorized by the applicable governmental authority) at least five (5) business days prior to the date of the applicable Company invoice.

4. Intellectual Property Rights.

4.1. Client acknowledges that Scenario alone (and its licensors, where applicable) shall own all rights, title and interest in and to Scenario's software, website or technology, the course content, and the Services provided by Scenario, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The Scenario name and logo are trademarks of Scenario, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of Scenario or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any Scenario software.

5. Term and Notice.

5.1 Term. The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the initial term ("Initial Term") indicated in Schedule A. Upon expiration of the Initial Term, this Agreement shall automatically renew under the same terms and conditions, unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration of the Initial or any Renewal Term, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Any access to or usage of the Services following the Expiration Period shall be deemed Client's

renewal of the Agreement under the same terms and conditions.

5.2 Notice. All required notices hereunder by either party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

6. Mutual Warranties and Disclaimer.

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

STUDENT AND EMPLOYEE SAFETY IS YOUR RESPONSIBILITY. THAT RESPONSIBILITY CANNOT BE DELEGATED AND SCENARIO ACCEPTS NO SUCH DELEGATION. SCENARIO WILL ASSIST YOU BY PROVIDING SPECIFIC SERVICES FOR WHICH YOU HAVE CONTRACTED.

6.3 Scenario makes no promise that use of the Service will prevent sexual assault, alcohol or other drug abuse, sexual harassment, stalking, dating/domestic violence or hazing from occurring, or that the Services will not offend some who use it. Scenario will not be responsible for any costs, legal fees or damages resulting from any claim made against Client by anyone who uses the Services.

7. Miscellaneous.

7.1. Limitation on Liability. Except as it relates to claims related to the infringement of intellectual property, including claims related to section 7.2, (a) in no event shall Scenario be liable to Client or its Users, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement, and (b) the total liability of Scenario for any and all damages, including, without limitation,

direct damages, shall not exceed the amount of the total fees already paid to Scenario for the preceding twelve (12) months.

7.2. Indemnification. Each party shall indemnify and hold the other harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that any document, course, or intellectual property provided by or uploaded to the Scenario LMS by the other party infringes or violates any intellectual property right of any person.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Scenario may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4. Use of Information. Scenario and Client agree that Scenario reserves the right to utilize information about Users generated as a result of the performance of this Agreement for academic research purposes, in connection with which research Scenario agrees to preserve the anonymity of anyone who obtains access to the Services through facilities provided by Users.

In addition, Scenario and Client agree that Scenario reserves the right to utilize Client's school name in client lists.

7.5. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Florida in Hillsborough County.

7.6. Force Majeure. Scenario shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations or other restraints.

7.7. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.8. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.9. No Third-Party Beneficiaries. The Parties do not intend to confer any right or

remedy on any third party under this Agreement.

7.10. Purchase Orders. Client may issue a purchase order for its convenience only, it being agreed by the Parties that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document

issued by Client that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from the purchase order, unless both Parties expressly agree in writing to the particular conflicting term or condition, in which event the agreed term or condition will apply only with respect to that particular purchase order.

7.11. Entire Agreement. This Agreement and its schedules and exhibits represent the entire understanding and agreement between Scenario and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between Scenario and Client.

Scenario Learning, LLC Higher Education Client Agreement

This Higher Education Client Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between Scenario Learning, LLC ("Scenario"), an Ohio limited liability company, and Virginia Commonwealth University, a corporation and an institution of higher education of the Commonwealth of Virginia, ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. **Services.** Scenario shall provide the following services:

1.1. **Access.** Scenario will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any employee or contractor of Client, designated by Client ("Users").

1.2. **Availability.** Scenario shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond Scenario's control.

1.3. **Help Desk.** Scenario will assist Users as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week at scheduled hours.

2. **Client's Obligations.**

2.1. **Compliance.** Client shall be responsible for Users' compliance with this Agreement and use commercially reasonable efforts to prevent unauthorized access to or use of the Services. Client agrees that it will comply with all applicable laws, standards, and regulations, and will not use the Software in a manner not specified or permitted by Scenario.

2.2 The parties agree that they are subject to the Family Educational Rights and Privacy Act ("FERPA") and to that end agree (a) they are each providing educational services to the other that they would otherwise have to provide for themselves using faculty and staff; (b) each party has a legitimate educational interest in the student education records disclosed under this Agreement; and (c) SCENARIO agrees to be under the direct control of User with respect to the use and maintenance of information from student education records. The Parties agree that any Party, including a "school official" that receives student education records as otherwise enumerated in this Agreement acknowledges that the student education record is confidential and may use the information only for the purposes for which the disclosure was made hereunder including only the reporting of the student's use of the Software and review of materials by external examiners and except as permitted elsewhere in this Agreement, Scenario may not re-disclose the information to any third party without prior written consent from the student and User.

Furthermore, the parties agree to work together to share student education records in a manner that best assures the protection of student education records from disclosure.

2.3 **Incident Tracking Service and Incident Management System Specifically Excluded.** Vector Solutions is not offering to provide, and Client is not purchasing "Incident Tracking Services" or "Incident Management System" under this Agreement and such Services are not available under the terms and conditions of this Agreement. Should Client subsequently request "Incident Tracking Service" or "Incident Management System", then such Services may only be added by mutual written amendment to this Agreement. Any order for such Services submitted via issuance of a Client purchase order is hereby rejected and shall be of no force and effect absent a written agreement signed by both parties detailing the terms, conditions, and restrictions applicable to the provision of such "Incident Tracking Service" and "Incident Management System".

2.2. **Identify Named Users.** For Clients utilizing Scenario's learning management system ("Scenario LMS"), Client shall (i) provide a listing of its Named Users no later than the Effective Date of this Agreement; (ii) cause each of its Named Users to complete a unique profile if not created by Scenario on their behalf; (iii) timely maintain user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be deleted from the Scenario LMS. Client agrees to pay for the greater of (i) number of Named Users in the Scenario LMS, and (ii) the number of Named Users who accessed a course in a given contract year.

2.4. **Future Functionality.** Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. **Fees and Payments.**

3.1. **Fees.** Client will pay for the Services in accordance with the fee schedule in RFP response Submission dated July 12, 2019, as amended in Appendix A attached to this Agreement.

3.2. **Payments.** All fees due under this Agreement must be paid in United States dollars. Company will invoice Client in advance pursuant to the Payment Terms in Schedule A. All invoices are payable 30 days after receipt of invoice. All fees collected by Scenario under this Agreement

are fully earned when due and nonrefundable when paid.

3.3. **Suspension of Service for Overdue Payments.** Any fees unpaid for more than thirty (30) days past the due date may accrue interest pursuant to and in compliance with the Virginia Prompt Payment Act. Scenario shall have the right, in addition to all other rights and remedies to which Scenario may be entitled, to suspend Client's Users' access to the Services without notice until all overdue payments are paid in full.

3.4. **Taxes.** All fees under this Agreement exclude all sales, use, and other taxes and government charges, whether federal, state or foreign, and Client will be responsible for payment of all such taxes (other than taxes based on Scenario's income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If Scenario has a legal obligation to pay or collect taxes for which Client is responsible under the Agreement, then the appropriate amount will be invoiced to and paid by Client, unless Client claims tax exempt status for amounts due under this Agreement and provides Scenario a valid tax exemption certificate (authorized by the applicable governmental authority) at least five (5) business days prior to the date of the applicable Company invoice.

4. **Intellectual Property Rights.**

4.1. Client acknowledges that Scenario alone (and its licensors, where applicable) shall own all rights, title and interest in and to Scenario's software, website or technology, the course content, and the Services provided by Scenario, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The Scenario name and logo are trademarks of Scenario, and no right or license is granted to Client to use them. Any suggestions, ideas, enhancement requests, feedback, recommendations of other information provided by Client will only be used by Scenario for purposes of fulfilling the requirements of this Agreement or to improve its Services.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the

course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of Scenario or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any Scenario software.

4.3 The University retains all rights, title and interest to its trademarks, logos, and other intellectual property.

5. Term and Notice.

5.1 Term. The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the initial term ("Initial Term") indicated in Schedule A.

5.2 Notice. All required notices hereunder by either party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

6. Mutual Warranties and Disclaimer.

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

STUDENT AND EMPLOYEE SAFETY IS YOUR RESPONSIBILITY. VCU IS RESPONSIBLE FOR WORKPLACE TRAINING. THAT RESPONSIBILITY CANNOT BE DELEGATED AND SCENARIO ACCEPTS NO SUCH DELEGATION. SCENARIO WILL ASSIST YOU BY PROVIDING SPECIFIC SERVICES FOR WHICH YOU HAVE CONTRACTED.

6.3 Scenario makes no promise that use of the Service will prevent sexual assault, alcohol or other drug abuse, sexual harassment, stalking, dating/domestic violence or hazing from occurring, or that the Services will not offend some who use it. Scenario will not be responsible for any costs, legal fees, or damages resulting from any claim identified in this paragraph 6.3 made against Client by anyone who receives the Services.

7. Miscellaneous.

7.1. Limitation on Liability. To the extent not prohibited by applicable law and except as it relates to claims related to the infringement of intellectual property, including claims related to section 7.2, (a) in no event shall Scenario be liable to Client or its Users, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement, and (b) the total liability of Scenario for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees already paid to Scenario for the preceding twelve (12) months multiplied by two. 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 circumstances exceed payment of the maximum purchase price.

7.2. Indemnification. Vector Solutions shall indemnify and hold the Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that any document, course, or intellectual property provided by Scenario infringes or violates any intellectual property right of any person.

7.2.1 Nothing in this Agreement shall be deemed a waiver of Client's sovereign immunity under the laws of the Commonwealth of Virginia, at common law or under the Constitution of the United States. Further, nothing in this Agreement grants any right or incurs any obligation that is beyond the legal authority of the Client to empower its contract officers to grant or incur on behalf of the Client or requiring the Client to violate any applicable law or regulation.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Scenario may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. If such assignment occurs, Scenario will provide notice to VCU in a reasonable time period.

7.4. Use of Information. Scenario and Client agree that Scenario reserves the right to utilize information about Users generated as a result of the performance of this Agreement for academic research purposes, in connection with which research Scenario agrees to preserve the anonymity of anyone who obtains access to the Services through facilities provided by Users.

7.5. Governing Law; Disputes. This Agreement shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia without regard to choice of law principles. The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between executives who have authority to settle the dispute. The executives must be at a higher level of management than the persons with direct responsibility for administration of the Agreement. If the alternative dispute process is unsuccessful, Scenario agrees that such unresolved disputes arising under this Agreement shall be brought before a court of competent jurisdiction located in Richmond, Virginia. VCU does not waive its right to a trial by jury.

7.6. Force Majeure. Neither party shall have liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations or other restraints.

7.7. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.8. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

7.9. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

7.10. Purchase Orders. Client may issue a purchase order for its convenience only, it being agreed by the Parties that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document issued by Client that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from the purchase order, unless both Parties expressly agree in writing to the particular conflicting term or condition, in which event the agreed term or condition will apply only with respect to that particular purchase order.

7.11. Entire Agreement. This Client Agreement, together with the VCU Contract Number: 8543799BA and the documents incorporated by reference therein including the Contract Appendix A,

the Request for Proposal (RFP) # 8543799BA, dated June 18, 2019, and the Contractor's Proposal dated July 12, 2019, and its schedules and exhibits represent the entire understanding and agreement

between Scenario and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between Scenario and Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

Scenario Learning, LLC D/B/A Vector Solutions

Virginia Commonwealth University

4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Address 912 W. Grace Street, 5th Floor
Richmond, VA 23284

By: _____

By: _____

Printed Name: Tom Elmer

Printed Name: _____

Title: Director Of Higher Education

Title: _____

Date: _____

Date: _____