



VCU Procurement Services

COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract Number: C0002501

This Contract is entered into by Attain Consulting Group, LLC dba Attain Partners hereinafter called the "Contractor" and the Commonwealth of Virginia, Virginia Commonwealth University (VCU), hereinafter called the "Purchasing Agency."

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

PERIOD OF PERFORMANCE: This is an Optional-Use Contract with an Initial term of one year from the execution of the Contract by both parties with up to four (4) successive one-year renewal options.

FEES: The fees for the initial term are estimated to be \$75,000 based on Contractor's hourly rate and the scope of projects performed hereunder.

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

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

The Contract Documents shall consist of the following:

- (1) This signed form;
- (2) The Request for Proposal #142164262JL dated June 24, 2021;
- (3) The Data and Intellectual Property Protection Addendum dated June 6, 2021; and
- (4) The Contractor's Proposal dated July 20, 2021.

All of the contract documents are attached and incorporated herein by reference.

(signature page follows)

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

CONTRACTOR:

Attain Consulting Group, LLC dba Attain
Partners

By: Jeffrey L Coe Digitally signed by Jeffrey L Coe
Date: 2022.10.18 11:10:28 -04'00'

Name Printed: Jeffrey Coe

Title: Director of Contracts

Date: October 18, 2022

PURCHASING AGENCY:

Virginia Commonwealth University

By: John McHugh DocuSigned by:
EE6DA7427C67468...

Name Printed: John McHugh

Title: Director, Procurement Services

Date: 10/19/2022

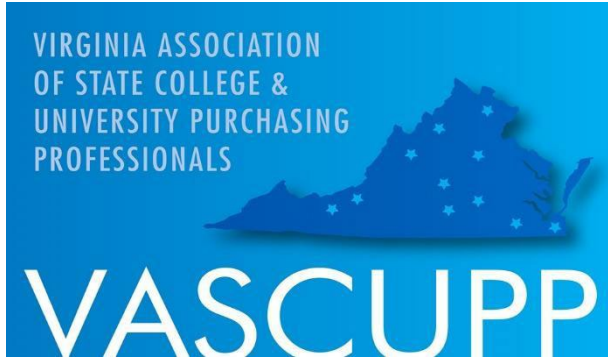


VCU

Procurement Services

Request for Proposals

**VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
#142164262JL**

Issue Date:	June 24, 2021
Title:	SalesForce Consulting Services
Issuing and Using Agency:	Virginia Commonwealth University (VCU)
Direct Inquiries to:	Jason Lofgreen, Senior Buyer lofgreenj@vcu.edu
Proposal Due Date (Firm):	July 22, 2021 2:00 PM (EST)
Electronic Proposal Delivery:	eproposals@vcu.edu <i>Note: Do not send via US Mail.</i>
Access to Solicitation:	This solicitation and any addenda are posted and may be accessed at any time at: http://www.eva.virginia.gov
 <p>VASCUPP A VASCUPP Member Institution</p>	

VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
SalesForce Consulting Services
#142164262JL

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 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 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:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	WOMEN-OWNED:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
REGISTERED WITH eVA:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	SMALL BUSINESS:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
VIRGINIA DSBSD CERTIFIED:	<input type="checkbox"/> YES	<input type="checkbox"/> 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
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D. ACKNOWLEDGEMENT OF ADDENDA: Acknowledge your receipt of any addenda that may have been issued under this solicitation. **See Paragraph VIII for more information**

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

Affix this Form as the FIRST PAGE of your proposal.

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I. PURPOSE

- A. The intent and purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified Offerors for consulting services to aid in the implementation and configuration of Salesforce Marketing Cloud, Blackbaud and/or other systems using or integrating with Student, Employee, alumni and/or donor data.

Term: The initial contract term shall be one (1) year, with the option of up to four (4) one-year renewals, to be exercised upon mutual signed Addendum by authorized representatives 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 in the above paragraph 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 contract no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes.

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

II. THE UNIVERSITY

Located on two downtown campuses in Richmond, VCU enrolls more than 31,000 students in 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.

The VCU Health brand represents the health sciences schools of VCU, the VCU Massey Cancer Center and the VCU Health System, which comprises VCU Medical Center (the only academic medical center and Level I trauma center in the region), Community Memorial Hospital, Children's Hospital of Richmond at VCU, MCV Physicians (a practice of more than 750 physicians) and Virginia Premier Health Plan.

The university and its medical center are the largest-single employer in the Richmond area, with more than 22,000 employees, including more than 2,000 full-time instructional faculty — many of them nationally and internationally recognized in their fields. VCU's total economic impact on Virginia is nearly \$6 billion, with more than \$3 billion in annual spending that supports more than 63,000 jobs.

VCU's 17 varsity sports compete at the NCAA Division I level as members of the Atlantic 10 Conference. In recent years, VCU has participated in NCAA Tournaments in men's and women's basketball, baseball, golf, men's soccer and men's and women's tennis, including the VCU men's basketball team's run to the Final Four in 2011.

III. 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

1. The Contractor shall provide an organized and formulated project management process for gathering project requirements; synthesizing and outlining project scope; and determining cost, duration, and complexity of the project.
2. The Contractor shall have the ability to provide project documentation and proposed costs for each project, including:
 - a. Project Charter (Statement of Work)
 - b. Project Schedule
 - c. Project Cost and/or hourly rate per technical area
2. The Contractor shall provide project management support for the Contractor's staff to ensure assigned tasks are completed according to the Project Schedule.
3. The Contractor shall provide documented experience in conducting end-user and technical trainings (on-demand or in-person) relating to Salesforce Marketing Cloud. The Contractor shall provide a formalized process for changes in scope of services or deliverables and the increased estimate. The work requested shall be approved by VCU in advance with a written Change Order.

Consultant shall provide documented experience in any of the following as it relates to Salesforce Marketing Cloud:

1. Individual must have Salesforce certification(s)
2. Needs analysis
3. Project management
4. Email Templates/ Mobile Optimization
5. Journey Builder
6. Analytics
7. Contact configurations
8. Subscription management/contact preferences
9. Data integrations with other systems
10. Reporting
11. Sending/scheduling optimization

12. Salesforce Configuration and workflow for email creation/approval

13. Automation configuration

IV. **THE REQUEST FOR PROPOSALS PROCESS – GENERAL**

- A. **Written Proposals:** To properly respond to this Request for Proposals, Offerors are required to prepare a written proposal in the format described below. This includes the submission of certain forms.
- B. **Electronic Delivery Required:** As noted on the solicitation cover sheet, proposals must be electronically delivered to a specific email address prior to a FIRM deadline. Physical 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 Offerors may occur. If so, these Offerors 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. **Final Contract:** Once a final selection decision has been made, VCU will work with the chosen Offeror to finalize the terms and conditions of the contract.
- F. Each of the above steps is described below in detail. It is incumbent upon all Offerors to read the entire solicitation to understand the entire solicitation process.

V. **PREPARATION OF WRITTEN PROPOSALS – GENERAL**

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

VI. **SUBMISSION OF PROPOSALS**

- A. Electronic proposals 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. Physical and facsimile submissions shall not be accepted in lieu of an electronic-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 the timestamp associated when emails were received at eproposals@vcu.edu
- D. The RFP number must be noted in the subject line of the email, date and time of proposal submission deadline, as reflected in the solicitation, must clearly appear in the body of the email. 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 NOT be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the email.

VII. PROPOSAL RESPONSE FORMAT

A. General

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

B. Introduction

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

C. Qualifications of the Firm

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

D. Qualification of the Staff

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

E. References

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

F. Work Plan

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

1. General – This section of the proposal must contain sufficient detail to convey the methodology or work plan contemplated for use. Offerors must describe how the services listed in the Statement of Needs shall be performed.
2. Deliverables – Fully describe all of the deliverables to be submitted under the proposed contract.
3. Work Schedule/Timeline – Include a work schedule/timeline indicating when the elements of the work will be completed and when deliverables will be provided. Suggestions, if any, for streamlining the work schedule should be presented. Cost implications for streamlining the schedule should be presented, if applicable.
4. Outcomes and Performance Measurement – Describe the impacts/outcomes Offerors intend to achieve, including how these outcomes would be monitored, measured and reported to the University.
5. Overall Risk - Define risks significant to the success of the work. Include how you propose to effectively monitor and manage these risks, including the reporting of risks to the University (i.e., how you will manage staff turnover or other issues that may negatively impact the work, their potential and how you would propose to mitigate them).
6. Other – Provide any other information the Offeror deems relevant to describing the work plan.
7. Small, Women-Owned and Minority-Owned (SWaM) Business Commitment - Unless the firm is a Virginia Department of Small Business & Supplier Diversity (DSBSD) certified small business, it must submit and complete Appendix I (see Section IX and Appendix I below). DSBSD certified small businesses must include their certification number on the cover sheet 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*. While VCU may negotiate some terms and conditions, Offerors must recognize that VCU is a public agency and must abide by the legal requirements applicable to such public agencies. Most terms and conditions in the RFP cannot be negotiated. See Appendix III for additional information.

G. Price Proposal

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

1. An hourly rate broken down by position type for proposed services or bundled fixed price offerings for specific deliverables.
2. Fully burdened hourly rates that include all billables (e.g. travel, lodging, overhead, administrative costs, etc.).
3. Any additional required materials shall be billed at cost.
4. Include pricing for all other products and services.
5. Supplier shall describe all available pricing options for services (fixed fee, hourly fees, per unit fees, etc.)

VIII. PROCUREMENT SCHEDULE

Below is a brief schedule for this solicitation, specifying the critical dates and milestones (subject to change).

Event/Milestone	Date/Date Range
Issue Date of RFP	06/24/2021
Proposal Due Date	07/22/2021
Oral Presentations	08/16/2021 – 08/17/2021
Negotiations/BAFO	08/23/2021 - 08/24/2021
Anticipated Contract Award	09/01/2021

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

It is the policy of the Commonwealth of Virginia that 42% of its purchases be made from SWaM (Small, Women, and Minority-owned) businesses to contribute to the establishment, preservation, and strengthening of such businesses, 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 complete and submit Appendix I (see section XXV: Attachments) unless Offeror is currently a Department of Small Business and Supplier Diversity (DSBSD)-certified SWaM business. DSBSD-certified SWaM businesses must include their certification number on the coversheet of this RFP upon submission to VCU but are not required to complete Appendix I.

If Offeror is currently a DSBSD-certified SWaM business and is awarded a contract from this RFP, Offeror agrees to maintain such certification for the life of the contract (provided Offeror remains eligible). For assistance with SWaM certification, visit the DSBSD website at <http://www.sbsd.virginia.gov/>

If the awarded firm is not DSBSD certified but can qualify for certification under DSBSD guidelines, the awarded firm is strongly encouraged to apply for certification within 60 days after award of the contract. Eligibility will be determined by the DSBSD.

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 business program and is interested in identifying any potential opportunities that may be available to engage SWaM vendors to be certified by 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 with Small Businesses and Businesses Owned by Women and Minorities).** The Offeror's response must include a description of which portion(s) of the work will be subcontracted, and must include the names and addresses of potential subcontractors that are currently certified as SWaM businesses through DSBSD.

SWaM REPORTING AND DELIVERY REQUIREMENTS:

Unless the Contractor is a DSBSD-certified SWaM business, the Contractor shall submit quarterly reports on the direct involvement of DSBSD-certified SWaM Businesses (subcontractors) 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 in Appendix I for utilization of certified SWaM businesses.

The Contractor shall provide this information quarterly to: swamreporting@vcu.edu

Failure to submit the required information shall be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information may result in invoice payments being withheld until such time as the required information is provided, at VCU's discretion.

X. ADDENDA

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

XI. PROPOSAL ACCEPTANCE PERIOD

Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

XII. CONFIDENTIAL / PROPRIETARY DATA AND INFORMATION

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

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

- A. Clearly denote on the cover page 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.

Section XII shall apply to all documents submitted by Offeror/Contractor throughout the duration of any negotiations, contracts, renewals, and extensions resulting from this solicitation.

XIII. LATE PROPOSALS

To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official date and time used in the receipt of responses is the timestamp associated when emails were received at eproposals@vcu.edu. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

XIV. QUESTIONS AND EXPLANATIONS TO OFFERORS

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

Questions concerning this RFP must be received via email no later than **2:00 PM(EST) on July 8, 2021**.

XV. COMMUNICATIONS WITH VCU DURING THE RFP PROCESS

Communications regarding this Request for Proposals shall be formal from the date of issue for this RFP until either a Contractor has been selected or the University rejects all proposals. Formal communications shall be directed to the buyer listed on the solicitation cover sheet. Informal communications, including but not limited to requests for information or comments or speculations regarding this RFP to any University employee other than the buyer on the front of the solicitation cover sheet, may result in the rejection of the proposal from the non-compliant Offeror.

XVI. ORAL PRESENTATIONS

- A. Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. This provides an opportunity for the Offeror 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 Offeror's presentation team.

XVII. BEST AND FINAL OFFERS (BAFO)

At the conclusion of negotiations, the Offeror(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 Offeror (s). The Offeror(s) proposal will be re-evaluated to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

XVIII. QUALIFICATIONS OF OFFERORS

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

XIX. CANCELLATION OF SOLICITATION

The University may cancel this Request for Proposals or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous.

XX. EVALUATION CRITERIA

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

Qualifications and Experience	25%
Methodology/Approach	25%
Pricing Schedule	25%
SWaM Status/Utilization*	15%
Acceptance of all the terms, conditions, and specifications of this RFP**	10%

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

***Offeror's failure to accept all the terms, conditions, and specifications of this RFP may result in lower overall scoring. See Appendix III for more information.*

XXI. AWARD OF CONTRACT

- A. Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the selected Offerors.
- B. After negotiations have been conducted with each Offeror so selected, the University shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror.
- C. 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 (ten) days.

XXII. GENERAL TERMS AND CONDITIONS

- A. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <https://vascupp.org/hem.pdf>.
- 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. To the extent any provision of Contractor's Proposal, Quote, Statement of Work, Addenda, or other related documents is prohibited by Virginia law, or is otherwise not authorized by Virginia law, due to VCU's status as an agency of the Commonwealth of Virginia, such provision is null and void.
- 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, 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 who performs work relative to this RFP.
- 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, and 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 receipt of 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 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 are 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.(a) 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 contract 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 contract 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 - \$5,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
 5. Cyber Security Liability - \$5,000,000 (applicable only to Information Technology contracts)
- 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) includes 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:

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

- X. eVA REGISTRATION AND FEES: Awarded Contractor agrees to self-register with the Commonwealth of Virginia's electronic procurement system, eVA (information on eVA can be found at <http://www.eva.virginia.gov>), and agrees to maintain self-registered status for the duration of this Contract. The Commonwealth shall assess eVA transaction fees as specified below for each order resulting from this solicitation/contract. 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 the invoice is payable 30 days after the invoice date.

Contractor is responsible for the security of its eVA account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Contractor's failure to update or protect its account information.

- Y. FERPA: The following provision applies only if Contractor will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): Contractor acknowledges that for the purposes of this contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under this contract for University's and its students' benefit, and will not share such data with or disclose it to any third party except as provided for in this contract, required by law, or authorized in writing by the University.
- Z. INDEMNIFICATION: Contractor agrees to indemnify, defend, and hold harmless VCU, the Commonwealth of Virginia, and their officers, employees and agents from any claim, damage, liability, injury, expense or loss, including defense costs and attorneys' fees, arising from Contractor's negligence under this Addendum. Accordingly, VCU shall promptly notify Contractor of any claim or action brought against VCU in connection with this Addendum. Upon such notification, and at the request and direction of VCU and/or the Office of the Attorney General, Contractor will immediately defend any such claim or action pursuant to the provisions and requirements of § 2.2-514 of the Code of Virginia.
- AA. LIMITATION OF LIABILITY: (1) 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 this contract, shall not under any circumstance exceed payment of the maximum purchase price. (2) Contractor shall be liable for the actual damages caused by the negligence of itself, its officers, employees, and agents in connection with this contract or any goods, services, actions, or omissions relating to this contract.
- 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. FORCE MAJEURE: Neither Party will be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond either Party's reasonable control, including without limitation, war, strikes or labor disputes, civil disturbances, fires, natural disasters, pandemics, including if VCU, in its sole discretion, must close a campus location or take other restrictive actions due to concerns related to the COVID-19 pandemic or acts of God. If the delay or failure in the performance of the Party claiming Force Majeure continues for thirty (30) days or more, then the Party not claiming Force Majeure may terminate this Addendum by written notice to the other Party without penalty. Any funds paid will be reimbursed pro rata based on Services not provided.
- DD. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- EE. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that VCU shall be bound hereunder only to the extent the General Assembly appropriates funds, or other applicable funding sources provide funds, for the purpose of this contract.
- 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 contract, 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 contract.
- GG. REALSOURCE: This solicitation and resulting contract shall result in a purchase order or purchase orders issued via VCU's source-to-pay platform, RealSource. Contractor shall register in RealSource upon award of contract. For information on registering, visit realsource.vcu.edu. Registration is free, and registered vendors shall have access to purchase order, invoice, and payment information. Contractor is responsible for the security of its RealSource portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Contractor's failure to update or protect its account information. If this is a cooperative procurement, this clause shall apply to orders placed by VCU only.

XXIII. SPECIAL TERMS AND CONDITIONS

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to

deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- C. TERMINATION OF CONTRACT: VCU may terminate this contract if Contractor materially breaches this contract and such breach is not cured within thirty (30) days after written notice to Contractor.
- D. CONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: _____

Subcontractor Name: _____

License# _____ Type: _____

- E. PROMPT PAYMENT DISCOUNTS: Virginia Commonwealth University will pay within 30 days after receipt and acceptance of an invoice. Offerors are encouraged to offer a prompt payment discount, in which Offeror provides a discount off the invoice total in exchange for VCU paying the invoice in fewer than 30 days. Offeror should describe such an offer at the bottom of their pricing proposal, indicating both A) the discount percentage offered and B) the net number of days in which payment would need to be made in order to achieve the discount.
- F. 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.
- G. EXTRA CHARGES NOT ALLOWED: The proposal price shall be for complete installation ready for Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- H. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that it may utilize, using its best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that it is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as it is for the acts and omissions of its own employees.
- I. PRODUCT INFORMATION: The Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.
- J. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- K. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon mutual written contract of both parties for four (4) successive one (1) year periods under the terms and conditions of the original contract except as stated in #1 below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately 60 days prior to the expiration date of each contract period.

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

- L. 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.
- M. 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.
- N. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- O. WORK ESTIMATES (TIME AND MATERIAL CONTRACTS): Under this time and material contract, the Contractor shall furnish VCU with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor categories, the Contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at the Contractor's actual invoice costs (Contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If VCU determines that the estimated price is not fair and reasonable, VCU has the right to ask the Contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, VCU reserves the right to obtain additional quotes from other vendors. A work order will be issued to the Contractor, as the authority to proceed with the work, which will incorporate the Contractor's estimate and the terms and conditions of the contract. The Contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.
- P. POLICY OF EQUAL EMPLOYMENT: Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, minorities, and persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to ensure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.
- Q. 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 contracts 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 contract 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 Contractor'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 contract, VASCUPP is not bound to use the contract and any use of the contract is strictly optional.

If the VASCUPP institutions choose to access the contract and the Contractor agrees to such access, the terms and conditions of the contract 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 contract. 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 contract.

- R. 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.
- S. CRIMINAL BACKGROUND INVESTIGATION: If Contractor employees and agents will be on the VCU campus, Contractor must comply with the following: Contractor shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and/or temporary, who may have access to VCU confidential or proprietary information, or data about VCU personnel or students, have passed a criminal background check pursuant to the Code of Virginia, § 2.2-1201.1. Criminal background checks shall comply with the standards set forth in VCU's employment policies found at:

<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>

Specifically, Contractor shall ensure an investigation is conducted by a third-party vendor utilizing courthouse records and national databases to obtain records within the past seven (7) years. Convictions related to drugs, violence and/or sexual behavior are generally considered job related due to the nature of the VCU environment and the need to provide reasonable levels of protection for students, patients, employees, visitors, and institutional resources.

- T. 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.
- U. SECTION 508 COMPLIANCE: All information technology which, pursuant to this contract, is purchased or upgraded by or for the use of the University (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 below 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.
- V. 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.

XXIV. FEDERAL TERMS AND CONDITIONS

- A. For any purchase resulting from this RFP which is funded by a U.S. Government grant or contract, the following provisions found in Appendix II of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (2 CFR Part 200, et al) shall be incorporated and made a part of the purchase contract between the parties.
 - 1. Equal Employment Opportunity (E.O. 11246 as amended by E.O. 11375 and supplemented by 41 CFR part 60).
 - 2. For construction with Federal funds: the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by 29 CFR part 5.
 - 3. Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 29 CFR part 3).
 - 4. Where applicable, the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by 29 CFR part 5.
 - 5. For non-profit organizations and small business, patent rights will be governed by 37 CFR part 401, "Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Contracts."
 - 6. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387.), as amended.

7. Mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
8. When applicable, this Order is subject to Debarment and Suspension (E.O.s 12549 and 12689) as provided in 2 CFR part 180.
9. The BYRD Anti-Lobbying Amendment (31 U.S.C. 1352): awards of \$100,000.00 or more will file the required certification.
10. **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

XXV. ATTACHMENTS

Data and Intellectual Property Protection Addendum

Appendix I: SWaM Participation

Appendix II: Invoicing and Payment

Appendix III: Exceptions

Data and Intellectual Property Protection Addendum

1. Definitions

- a. “End User” means the individuals authorized by the University to access and use the Services provided by Contractor under this Addendum.
- b. “Personally Identifiable Information” includes but is not limited to the following: 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 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 access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver’s license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
- c. “Securely Destroy” means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- d. “Security Breach” means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- e. “Services” means any goods or services acquired by the University from Contractor.
- f. “University Data” includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.

2. Rights and License in and to the University Data

The parties agree that as between them all rights, including all intellectual property rights in and to University Data, shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use these data as provided in this Addendum solely for the purpose of performing its obligations hereunder. This Addendum 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 Addendum.

3. Intellectual Property Disclosure/Rights

- a. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared by Contractor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
- b. 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 Addendum 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 to the University all rights, title, and interest in any and all intellectual property created for the University as part of the performance of this Addendum, 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 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 Addendum. 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.
- c. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research Addendums administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

4. Data Privacy

- a. Contractor will use University Data only for the purpose of fulfilling its duties under this Addendum and will not share or disclose such data to any third party without the prior written consent of the University, except as required by this Addendum or as otherwise required by law.
- b. University Data will not be stored outside the United States without prior written consent from the University.
- c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor obligations under this Addendum. Contractor will ensure that employees who perform work under this Addendum have received appropriate instruction and understand how to comply with the data protection provisions of this Addendum.

The following provision applies only if Contractor will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): Contractor acknowledges that for the purposes of this Addendum it will be designated as a "school official" with "legitimate educational interests" in University

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 use the education records only for the purpose of fulfilling its duties under this Addendum for University's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in this Addendum, required by law, or authorized in writing by the University.

5. Data Security

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

6. Employee Background Checks and Qualifications

Contractor shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and temporary who may have access to University Data have passed a criminal background check pursuant to the Code of Virginia, §2.2-1201.1. Criminal background checks shall comply with the standards set forth in VCU's employment policies:

<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>

Individuals with failed background checks shall not participate in the performance of this Addendum and must undergo additional evaluation before access to information is provided.

Contractor shall maintain records sufficient to document the completion of required criminal background checks. The University reserves the right in its sole discretion to perform audits of Contractor's compliance at the University's expense to ensure compliance with this term.

Contractor shall reasonably cooperate in the performance of such audits. Contractor's obligation to maintain records documenting completion of criminal background checks shall survive the termination of this Addendum for a period of seven (7) years.

7. Data Authenticity and Integrity

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

8. Security Breach

- a. Response. Upon becoming aware of a Security Breach or of circumstances that are reasonably understood to suggest a likely Security Breach, Contractor will timely notify the University consistent with applicable state or federal laws, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, 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.
- b. Liability.
 - 1) If Contractor must under this Addendum 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 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 breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.
 - 2) If Contractor will NOT under this Addendum 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.

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

- a. Except as otherwise expressly prohibited by law, Contractor will
 - i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
 - ii. consult with the University regarding its response;
 - iii. 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

- iv. upon the University's request, provide the University with a copy of its response.
- b. If the University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by 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.

10. Data Transfer Upon Termination or Expiration

- a. Upon termination or expiration of this Addendum, Contractor will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer of University Data 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, the University will have reasonable access to University Data during the transition. In the event 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 Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.
- b. 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'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.

11. Audits

- a. 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 Addendum. 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.
- b. If Contractor must under this Addendum 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 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(n):

- i. 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 Contractor's security policies, procedures and controls;
- ii. vulnerability scan of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Addendum; and
- iii. formal penetration test of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Addendum.

Additionally, upon University request, Contractor will provide 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 Addendum. 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.

12. Compliance

- a. Contractor will comply with all applicable laws and industry standards in performing services under this Addendum. 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.
- b. 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.
- c. If the Payment Card Industry Data Security Standards (PCI-DSS) are applicable to Contractor service provided to the University, Contractor will, upon written request, furnish proof of compliance with PCI-DSS within 10 business days of the request.
- d. Section 508 Compliance: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of the University (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 below 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*.
- e. 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 Agreement:

- i. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
- ii. 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;
- iii. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- iv. 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.

13. No End User Agreements

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 Addendum shall apply.

14. Survival

Contractor's obligations under Section 10 shall survive termination of this Addendum until all University Data has been returned or securely destroyed.

APPENDIX I

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

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

Definitions

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

Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

- **Service Disabled Veterans:** Veterans who are small business owners can obtain Service Disabled Veteran-owned “status” in the SWaM vendor database. This is not a separate certification; it is a designation of those businesses that are owned by Service Disabled Veterans who are certified as such by the Virginia Department of Veteran Services. Veterans wishing to apply for service disabled veteran status must first seek eligibility certification from the Department of Veteran Services by calling (804) 786-0286 or visiting the DVS website at www.virginiaforveterans.com . Veterans can apply for small, women-owned or minority-owned certification with the Department of Small Business and Supplier Diversity before or after obtaining an eligibility certificate from DVS. Both services are available at no charge.
- **Disadvantaged Business Enterprise:** The Disadvantaged Business Enterprise (DBE) certification program is a Federal program. The purpose is to increase the participation of certified DBEs in projects funded by the US Department of Transportation and other federal sectors. Projects typically include heavy construction, such as building and designing roads, bridges, railroads, ports, and airports. The Program is governed by the U.S. Federal Regulations in 49 CFR Parts 26 and 23.
- **The Virginia Unified Certification Program** includes two certifying agencies:
 - The Department of Small Business and Supplier Diversity (DSBSD)
 - The Metropolitan Washington Airports Authority (MWAA)

There is no need to submit an application to both agencies. Federal DBE certification by either agency is fully accepted throughout Virginia.

If you plan to participate in the procurement process with one of the Commonwealth of Virginia’s state agencies that does not receive federal transportation funds, you need to apply for SWaM certification, not DBE certification. To apply for SWaM certification, please [click here](#).

- **Employment services organization (ESO):** is an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department for Aging and Rehabilitative Services.
- **8a** is a SBA federal certification. If a firm provides documentation that they are certified as such they can participate in the SWaM program without any additional paperwork.
- **EDWOSB**-stands for economically disadvantaged woman owned small business. This too is a federal certification that is verified by WBENC. Again no additional paperwork is required other than the WBENC certification document.

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN,

BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not currently 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:

Email:

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD; <https://www.sbsd.virginia.gov/certification-division/>) in order 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, PO Box 3985 Scranton, PA 18505, 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 VCU RealSource vendor portal; and Contractor agrees to comply, to the extent commercially reasonable, 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:

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, but the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the method selected below.

Payment Methods

1. Electronically through a Wells Fargo Visa commercial card: Payment is processed thirty (30) days after receipt of a proper invoice for the amount due, or thirty (30) 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.

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

2. Paper Check

Contractor must indicate the method of payment selected:

Commercial Card Payment (Wells Fargo VISA)

Paper Check

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. VCU also reserves the right at its sole discretion to reject Offeror exceptions.

Unless specific exceptions are made within the firm's proposal, VCU will assume that the Offeror accepts all the terms, conditions, and specifications of this RFP. In the event that VCU enters into negotiations with an Offeror, VCU may decide only to negotiate those items included as exceptions listed in Appendix III. If during negotiations the Offeror raises issues that were not included in the Offeror's Appendix III submittal, then VCU may in its sole discretion terminate the negotiations.

UNIVERSITY PROPOSAL SECTION NUMBER	STATED EXCEPTION

Data and Intellectual Property Protection Addendum

1. Definitions

- a. “End User” means the individuals authorized by the University to access and use the Services provided by Contractor under this Addendum.
- b. “Personally Identifiable Information” includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; “personal information” as defined in Virginia Code section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; “medical information” as defined in Virginia Code Section 32.1-127.1:05; “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver’s license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
- c. “Securely Destroy” means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- d. “Security Breach” means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- e. “Services” means any goods or services acquired by the University from the Contractor.
- f. “University Data” includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.

2. Rights and License in and to the University Data

The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use these data as provided in this Addendum solely for the purpose of performing its obligations hereunder. This Addendum 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 Addendum.

3. Intellectual Property Disclosure/Rights

- a. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared by Contractor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
- b. 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 Addendum 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 Addendum to the University, and will execute any future assignments or other documents needed for the University to document, register, or otherwise perfect such rights. Nothing in this section is, however, intended to or shall be construed to apply to existing intellectual property created or owned by the vendor that the University is licensing under this Addendum. For avoidance of doubt, the University asserts no intellectual property ownership under this clause to any pre-existing intellectual property of the vendor, and seeks ownership rights only to the extent Vendor is being engaged to develop certain intellectual property as part of its services for the University.

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

4. Data Privacy

- a. Contractor will use University Data only for the purpose of fulfilling its duties under this Addendum 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 Addendum or as otherwise required by law.
- b. University Data will not be stored outside the United States without prior written consent from the University.
- c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor obligations under this Addendum. Contractor will ensure that employees who perform work under this Addendum have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Addendum.
- d. The following provision applies only if Contractor will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): Contractor acknowledges that for the purposes of this Addendum 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 Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under this Addendum for University's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in this Addendum, required by law, or authorized in writing by the University.

5. Data Security

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

the Moderate or High control baselines in the latest version of National Institute of Standards and Technology Special Publication 800-53.

- c. 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 Addendum.
6. **Employee Background Checks and Qualifications**
Contractor shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and/or temporary, who may have access to VCU confidential and/or proprietary information, and/or data about VCU personnel and/or students, have passed a criminal background check pursuant to the Code of Virginia, §2.2-1201.1. Criminal background checks shall comply with the standards set forth in VCU's employment policies: <http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>
Individuals with failed background checks shall not participate in the performance of this Addendum and must undergo additional evaluation before access to information is provided. Contractor shall maintain records sufficient to document the completion of required criminal background checks. The University reserves the right in its sole discretion to perform audits of Contractor's compliance at the University's expense to ensure compliance with this term. Contractor shall reasonably cooperate in the performance of such audits. Contractor's obligation to maintain records documenting completion of criminal background checks shall survive the termination of this Addendum for a period of seven (7) years.
 7. **Data Authenticity and Integrity**
Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor will be responsible under the terms of this Addendum, unless otherwise specified elsewhere in this Addendum, for converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
 8. **Security Breach**
 - a. **Response.** Upon becoming aware of a Security Breach, or of circumstances that are reasonably understood to suggest a likely Security Breach, Contractor will timely notify the University consistent with applicable state or federal laws, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, 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.
 - b. **Liability.**
 - 1) If Contractor must under this Addendum 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 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 breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.
 - 2) If Contractor will NOT under this Addendum 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.

9. Response to Legal Orders, Demands or Requests for Data
 - a. Except as otherwise expressly prohibited by law, Contractor will:
 - immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
 - consult with the University regarding its response;
 - cooperate with the University's reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - upon the University's request, provide the University with a copy of its response.
 - b. If the University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by 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.
10. Data Transfer Upon Termination or Expiration
 - a. Upon termination or expiration of this Addendum, 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 Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University.
 - b. 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'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.
11. Audits
 - a. 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 Addendum. 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.

- b. If Contractor must under this Addendum 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 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(n):

- 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's security policies, procedures and controls;
- vulnerability scan of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Addendum; and
- formal penetration test of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Addendum.

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 Addendum. 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.

12. Compliance

- a. Contractor will comply with all applicable laws and industry standards in performing services under this Addendum. 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.
- b. 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.
- c. If the Payment Card Industry Data Security Standards (PCI-DSS) are applicable to Contractor service provided to the University, Contractor will, upon written request, furnish proof of compliance with PCI-DSS within 10 business days of the request.
- d. Section 508 Compliance: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of the University (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 below 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*.
- e. 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 Agreement:
- i. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 - ii. 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;

- iii. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- iv. 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.

13. No End User agreements

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 Addendum shall apply.

14. Survival

The Contractor's obligations under Section 10 shall survive termination of this Addendum until all University Data has been returned or securely destroyed.

Attain Partners Proposal

In response to:



SALESFORCE CONSULTING SERVICES
REQUEST FOR PROPOSALS (RFP) #142164262JL

July 22, 2021

Submitted by:

Leidy Smith
Attain Partners
Associate Business Development Director
1650 Tysons Blvd., #1530
McLean, VA 22102
215.534.6650
lsmith@attainpartners.com

VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS RFP)
SalesForce Consulting Services
#142164262JL

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 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 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: Attain Consulting Group, LLC dba Attain Partners		Date:	July 20, 2021	Jeffrey L	Digitally signed by Jeffrey L Coe Date: 2021.07.21 08:33:08 -04'00'
1650 Tysons Blvd., Suite 1530		By (Signature In Ink):		Coe	
McLean, VA	Zip Code	22102	Name Typed:	Jeffrey Coe	
E-Mail Address:	jlcoe@attainpartners.com		Title:	Director of Contracts	
Telephone:	703	857-2172	Fax Number: (703	857-2201
Toll-free, if available N/A			Toll-free, if available N/A		
DUNS NO.:	11-814-8994		FEI/FIN NO.:	85-0709432	

B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION

MINORITY-OWNED BUSINESS:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	WOMEN-OWNED:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
REGISTERED WITH eVA:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	SMALL BUSINESS:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
VIRGINIA DSBSD CERTIFIED:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	VIRGINIA DSBSD CERTIFICATION#:	N/A	

C. PROPRIETARY OR CONFIDENTIAL INFORMATION

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

Addendum # 1		Addendum #	
Addendum Date	7 / 6 / 21	Addendum Date	___ / ___ / ___
Addendum # 2		Addendum #	
Addendum Date	7 / 15 / 21	Addendum Date	___ / ___ / ___

Affix this Form as the FIRST PAGE of your proposal.

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Cover Letter

July 22, 2021

Dear VCU Evaluation Team:

Attain Partners is pleased to submit this proposal to Virginia Commonwealth University ("VCU") and the Office of Development and Alumni Relations for the implementation of Salesforce Marketing Cloud. As a premier provider of professional consulting services in the higher education market and a Salesforce.org Education Cloud Navigation Expert, Attain Partners has successfully delivered complex Salesforce solutions to higher education clients that have achieved enduring results. This includes work in the areas of Alumni Relations and Development, nonprofit fundraising and a wide range of Marketing Cloud projects.

As you evaluate our proposal, we trust you will find our approach and experience to be an excellent fit, however at Attain Partners, our greatest differentiator is the people with whom you will work. Our team is deeply qualified and experienced and everyone in our firm is committed to your success as represented by our high 4.9 out of 5.0 Salesforce Customer Satisfaction score. To highlight this experience and depth, we have included full bios representative of the team that may be engaged on this project and are happy to participate in interviews as part of this RFP process.

Attain Partners is committed to delivering value quickly is part of our **"Value-Centric Approach" and is a differentiating characteristic of our Marketing Cloud implementation methodology.** We want you to see a return on investment as quickly as possible. We intend to spend less time and resources on a long, drawn out upfront discovery. Instead, after initial discovery, we will start by deploying basic functionality and getting your stakeholders live (sending emails, SMS, messages, etc.) as quickly as possible. Users can also begin training and understanding how the different systems work together in a lower risk, less stressful environment.

We recognize that your organization is navigating change, and from prior conversations we know there have been issues with past marketing platform implementations, making success for this project all the more critical. Our intent is to leverage our expertise, experience, value-centric approach and ideally, our Change Management team to prepare your team to make informed implementation decisions in the short term and maximize adoption over the long term. This will lower your overall upfront implementation costs, reduce risk and deliver far happier stakeholders as new features and functionality are built that address their needs from the ground level.

Thank you for the opportunity to participate in your RFP process. If you have any questions regarding this proposal, please do not hesitate to reach out to me.

Sincerely,

Leidy B. Smith

Leidy B. Smith
Associate Business Development Director

General (A)

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.

We understand the importance of following the outlined format in responding to an RFP such as this and we have made every effort to comply, starting with Sections A-F, followed by addressing the Statement of Needs in Section III. We have varied from this format in one area and that is to start with Our Understanding and Our Solution Sections. We feel it is important to level set on our understanding of VCU's needs and put forward how we plan to successfully deliver a solution. Please indulge us in those additional sections below which are then followed by Section B.

Our Understanding

Attain Partners had the privilege of meeting with the VCU team in the summer of 2020 to discuss a Marketing Cloud implementation. Based on the information we learned during those discussions as well as the information shared in this RFP process, we feel we have a pretty clear understanding of this project.

Specifically we understand you would like to:

- Increase the personalization and segmentation of your marketing efforts
- Use dynamic Journeys that deliver content to constituents with less manual intervention from our staff so they can spend more time on strategy and segmentation.
- Use the capabilities of SFMC to drive conversations around the consolidation of the many emails currently sent by different VCU groups
- Create multiple Journeys active that are delivering emails and texts to constituents
- Improve email subscription management

The current Mailchimp tool used by DAR does not have the technical capabilities that permits the targeted, relevant, coordinated and automated messaging that is most effective to secure awareness, interest and ultimately philanthropic support from DAR's diverse base of stakeholders. It also does not support the necessary coordination between the different VCU DAR entities communicating to their stakeholders or a preference center to manage different subscription options.

To meet the objectives, VCU has selected and decided to make the move to Marketing Cloud as the ideal platform to meet its digital engagement needs. The immediate focus will be to implement Email Studio to replace Mailchimp, MobileConnect to add an SMS component to the communications, and an updated preference center to support constituent subscription by area and ensure CAN-SPAM compliance.

From our meetings last year, we learned that DAR attempted to solve these issues by moving from Mailchimp to a new communication platform offered by iModules. That migration was never completed due to a variety of reasons including inadequate planning, technology deficiencies and limited user enthusiasm. At this point, DAR feels they have fallen behind in using the latest digital engagement technology and does not want to miss another opportunity to advance its capabilities. Therefore, DAR is taking the approach of this RFP to look for a qualified partner rather than a specific solution. The goal would be to work with that partner in a more holistic, strategic and collaborative manner to ensure success.

DAR realizes that technology is just one part of the solution needed to dramatically raise the level of stakeholder engagement. The other major component is addressing organizational and operational changes needed across the various schools, programs and campuses that currently contact stakeholders independently. From our prior meetings, we learned that in the current model, stakeholders can receive multiple emails a day, which results in communication fatigue rather than increased engagement. The new solution needs to incorporate a plan and process to define and then secure enthusiastic adoption of a new communication paradigm that is enabled by the new technology and digital engagement best practices.

VCU has issued this RFP to identify and select a Salesforce partner with strong Marketing Cloud implementation and integration capabilities, deep understanding of Alumni Relations and Development business processes, and the general project and change management capabilities to drive towards a successful result. Attain Partners is uniquely qualified to meet those objectives and we look forward to the opportunity to partner with VCU and DAR in this exciting, critically important project.

Our Solution

Given our understanding outlined above, we have made the following high-level recommendations on how we will deliver a successful and transformative solution for DAR at VCU.

Start with a Quick Planning Phase

For a project of this scale, and given the pressing need to ensure the planned migration to Marketing Cloud and its next generation capabilities is successful, Attain Partners recommends starting this digital engagement project with a brief planning phase.

The planning phase involves working with the VCU teams to develop a deep understanding of the capabilities of the underlying Marketing Cloud technology, the strategy and best practices around using the technology, the high-level business practices and objectives of Development and Alumni Relations, and the ability to manage the organizational change and updated business processes aligned to the new technology.

Out of these discussions, we will develop the solution and approach for VCU including the high-level data model and integration approach with Blackbaud. We will ensure the critical groups are heard and build a consensus for and enthusiasm around the migration to Marketing Cloud so when we begin, the teams are informed, prepared and excited to be part of the project. We will also identify any resource or licensing gaps that VCU may need to address through hiring or training or through its Salesforce Account Executive.

Deploy Using a Phased Approach

The goal of our implementation plan is to:

- Address your technical requirements,
- Provide quick wins that get you live and using Marketing Cloud faster,
- Set the foundation for long-term adoption.

We will start by implementing a baseline marketing solution that will enable your users to send emails in 6 weeks. This value-centric approach will deliver project success focusing on 3 main areas that avoid common implementation challenges we often see in the industry:

- **Quick Wins.** Many projects start with a long, drawn out discovery. Weeks are spent on drafting and developing lengthy design documents that add little value or worse; pushed aside and never referenced again.
- **Increased User Confidence.** Limited 'real-life' and meaningful interaction with the system before go-live. If go-live is the first time the client has the opportunity to understand how the system really works, they run the risk of deploying a costly solution that doesn't really fit their real business needs.
- **Informed Decision Making.** Clients are delivered highly technical, dense documents they must approve. Many struggle to truly understand what they are agreeing to, the potential implications (business alignment, ongoing management required, ability to leverage new functionality, etc.) of the solution down the road.

Our goal is to deliver a return on your investment and start seeing value from the Marketing Cloud products you've purchased as quickly as possible.

We will start by 'peeling off' functionality from Mailchimp and getting your stakeholders LIVE and using the system (sending emails, SMS, messages, etc.) as quickly as possible. Users can also begin training and

understanding how the different systems work together in a lower risk, less stressful environment. The benefits of starting with this approach are:



Integration Approach with Blackbaud

A major component of this project will be to share information between Blackbaud, DAR's system of record, and the new Marketing Cloud solution. Only with accurate and complete data shared between the systems will DAR be able to send targeted and relevant emails while also having visibility into every engagement within Blackbaud along with their subscription status.

Attain Partners has integrated Marketing Cloud with platforms other than Salesforce in several projects including most recently at Children's Hospital Association (CHA). At CHA we integrated with a proprietary and custom developed system. We will work with VCU to determine the data that needs to be shared and we will consume batch files from Blackbaud prepared by VCU and will pass flat files from Salesforce to VCU to upload to Blackbaud. We will use the Blackbaud Client ID as the primary key for the Contacts in Marketing Cloud to create an easy process for updates or inserts of new data and avoid data duplication in the systems.

Do you need Salesforce CRM?

It is important to note that Marketing Cloud Email Studio started as an independent email platform called ExactTarget. Implementing ExactTarget involved integrating it with another CRM or system of record. Salesforce purchased ExactTarget in 2013 and rebranded it Marketing Cloud and built a robust Connector, but the independent nature of the platform and ability to integrate with virtually any other system is still a defining characteristic of Marketing Cloud.

If DAR is not using Salesforce CRM and does not have plans to do so in the near future, we recommend integrating Marketing Cloud directly with Blackbaud CRM and not purchase any Salesforce CRM licenses or go through the process of integrating Marketing Cloud with Salesforce CRM. We will validate this approach in the Planning Phase when more information is known about VCU and DAR's current and future plans with Salesforce or if there are other extenuating circumstances that might call for a different approach.

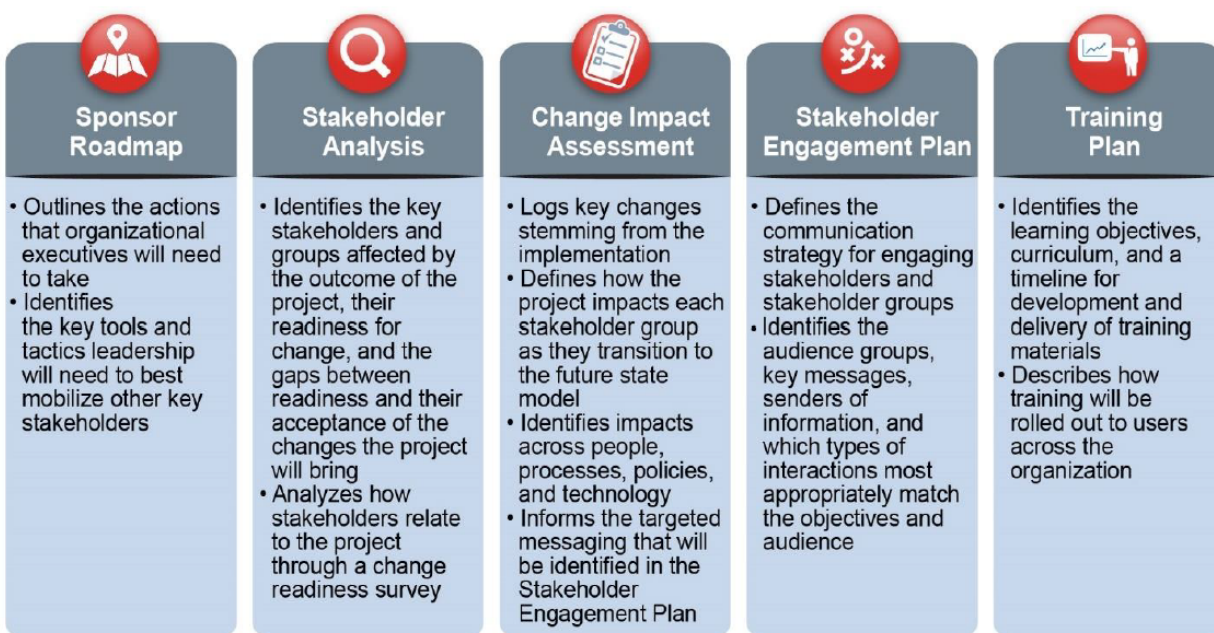
Change Management

The number one obstacle to success for transformational projects is employee resistance and the ineffective management of the people side of change. We understand that part of the reason the past email platform implementation failed had to do with lack of enthusiasm for the change. We also understand there will be changes needed to process and control mechanisms that will be necessary and available with the new technology.

According to Prosci research, projects with excellent change management effectiveness were **6x** more likely to achieve project objectives.

Attain Partners has extensive knowledge of the culture that exists within higher education institutions that are similar to VCU. Particularly, we have a solid understanding of the varying perspectives of employees within the development and alumni relations roles of a university. Change management is necessary to increase the organizational change capacity and to accelerate changes within an institution. A project such as the one VCU is undertaking will require process re-engineering along with the new technology implementation. These types of transformational changes are often coupled with employee dissonance. In order to ensure full adoption of Salesforce Marketing Cloud, an effective change management strategy and framework is needed. Attain Partners has Prosci certified change management practitioners who will partner with VCU to ensure stakeholder engagement, buy-in, and adoption of the new solution and business processes.

Our approach to change management includes an emphasis towards understanding and segmenting true stakeholder differences and needs to develop a sustainable and impactful overall change strategy and plan. Effective change management efforts can impact the difference between success and failure of a project of this complexity. Our team of Prosci certified change management practitioners offers a comprehensive change management approach that proactively identifies and mitigates risks, creates awareness, drives adoption, and builds workplace readiness. Our approach to change management leverages the following tools to achieve user buy-in, adoption, and proficiency.



Introduction (B)

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.

Attain Partners Overview

Attain Partners is a management, technology, and strategy consulting firm based in McLean, Virginia delivering market leading results to higher education and nonprofit clients. Attain Partners was founded in 2009 by business partners who have been serving the federal, state, local and higher education communities for over 30 years. Since its inception, Attain Partners has built a strong financial foundation, refined its business model, secured strategic contract vehicles, grown its team, and reinforced strong relationships with existing and new clients. We currently have 100+ employees working and continue to grow.

Attain Partners is a fairly virtual organization with about half our people working remotely across the country. The work for this project will be performed out of our office in McLean as well as remote / home offices, and we will come to site as needed and approved. We do not anticipate using any subcontractors on this project, but we are open to partnering with a SWaM if VCU is aware of a partner that we could add value to some component of this project.



Our services include strategy development, change management and managed support services that we bring into the implementation services of our technology specific practices. This is a critical distinction of Attain Partners as strategy, change management and business process reengineering are often critical components of any digital transformation project. As a professional services company serving higher education, Attain Partners is an authorized VASCUPP service provider based on a current contract with Virginia Tech.

Salesforce Practice

The Salesforce Services Group (SSG) of Attain Partners has been dedicated to implementing innovative Salesforce solutions for higher education and nonprofit organizations since 2005. Attain Partners specializes in complex Salesforce projects to help our higher education and nonprofit clients achieve organizational transformation. To date, we have completed over 900 projects and enjoy a 4.9 out of 5 customer satisfaction rating. Our expertise in Salesforce coupled with our knowledge of higher education business processes and systems provides us with unique insights into developing effective solutions to meet each client's needs and build a scalable foundation for future innovation. **Attain Partners has earned the distinction of being one of the first two Education Cloud Expert partners.**



We implement Salesforce solutions across the student lifecycle from Recruiting and Admissions to Student Success to Development and Alumni Relations. We have deep domain expertise in all these areas, however for this project for DAR, it is worth noting our strengths working within Alumni Relations and Development. This experience led to our being recently selected and then enabled as the first certified implementation partner for UC Innovation, one of the premier Salesforce product

partners offering a solution for Development offices. We will bring this understanding of DAR's unique needs, process and language to ensure we hit the ground running on this Marketing Cloud project and bring relevant best practices learned at other engagements.

Digital Experience Focus

Our Salesforce services practice includes a Digital Experience focus area to support and provide strategic advice in using the Marketing Cloud suite of products that are common in Salesforce projects, but also as stand-alone deployments. This team benefits from Attain Partners' deep understanding of Development and Alumni Relations business processes while bringing a specialized knowledge and appreciation for the power of Marketing Cloud and how to best implement within a complex organization and within a mixed vendor technology stack as is the case with DAR at VCU. Our team has partnered with hundreds of higher ed and nonprofit clients and we know that marketing, development and constituent management is incredibly unique and complex. Understanding these nuances and requirements is fundamental to our ability to deliver a solution that truly meets your needs. Below are some of the clients where Attain Partners delivered Marketing Cloud solutions:



System Integrations

The value of Salesforce is it enables a full 360° view of constituent engagement. In order to provide that view in higher ed, it means Salesforce needs to be integrated with other campus systems. One of Attain Partner's differentiating capabilities is our understanding how to design, implement and deploy efficient, secure, stable and scalable integrations with Salesforce CRM or Marketing Cloud directly. These integrations may use APIs or batch files, as we expect will be the case in integrating Blackbaud directly with Marketing Cloud at VCU.

Managed Services

Most clients implementing a system like Salesforce use a partner to configure it to their needs. However, support does not always end at deployment. There may be a need for additional support and also to gradually extend and enhance the delivered functionality in order to continue to innovate and realize the full value of the Salesforce investment. For this reason, Attain Partners offers Managed Services, which will provide a team of resources for an agreed upon weekly allocation to meet your technical and financial needs. With Marketing Cloud at VCU, these services can include updating integrations, creating new Journeys, helping with deliverability and the preference center or even executing on campaigns,

Change Management and Business Process Analysis

A unique differentiator of the Attain Partners team is that we can embed change management and business process modernization experts to support all technology implementations. As noted on page 7, including Change support and process documentation improves your project success. Support ranges from developing strategic roadmaps, documenting business processes, to providing robust change management services and support. For this VCU project, we strongly recommend layering in our Prosci certified change management consultants as part of the team to address the people impacted by the new technology and business processes it enables. Strong stakeholder analysis and communication will ensure staff and leadership fully understand the changes in order to secure enthusiastic support, adoption and success.

More information in our Salesforce Services practice can be found in the diagram below:




OUR PRACTICE	OUR PEOPLE	OUR WORK
<p>SALESFORCE.ORG EDUCATION CLOUD NAVIGATION EXPERT</p> <div><div><p>NAVIGATOR EXPERT</p><p>Education Cloud</p></div><div><p>EQUALITY PARTNER</p></div></div> <div><p>PARTNER SINCE 2005</p></div> <p>Deep experience serving higher education</p> <p>PROSCI CERTIFIED TEAM OF CHANGE PROFESSIONALS</p> <div><div><p>CHANGE PRACTITIONER</p></div><div></div></div>	<div><div>50+ PROFESSIONALS</div><div>4+ YEARS Average tenure</div></div> <div>Delivery team is 100% Salesforce certified</div> <div><div>120+ CERTIFICATIONS</div><div>OUR EXPERIENCE</div><div><div>Education Cloud</div><div>Marketing Cloud</div><div>Sales Cloud</div><div>Service Cloud</div><div>Experience Cloud</div><div>Advanced Developer</div><div>Marketing Cloud Email Specialist</div></div><div><div>StrategicPlanning</div><div>Digital Engagement</div><div>Organization Assessment</div><div>Program Management</div><div>Enterprise Projects</div></div></div>	<div>900+ IMPLEMENTATIONS</div> <div>Structured methodology allows for rapid, low-risk deployment</div> <div>Collaborative approach respects institutional knowledge</div> <div>4.9 out of 5 CUSTOMER SATISFACTION RATING</div> <div>Track record of success delivering measurable results</div>

Qualifications of Attain Partners (C)

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

In the section above, we provided a high-level overview of our experience that will allow us to successfully complete VCU's Statement of Needs. The table below provides examples of projects we have completed in the past few years that are relevant and similar to the work we would complete for DAR at VCU.

	<p>Office of Alumni Engagement</p> <ul style="list-style-type: none"> • Marketing Cloud Implementation with Salesforce CRM • Communities for Alumni Relations Portal • Integration with Ellucian Advance
	<p>New Centralized Fundraising Solution</p> <ul style="list-style-type: none"> • Migrated regional chapters from various CRMs to one shared Salesforce CRM • Migrated these chapters from disparate email tools to common Marketing Cloud platform • Delivered robust journeys • Improved marketing efficiency • Empowered ALSA to deliver and manage all end user training
 <p>University of Colorado <small>Boulder Colorado Springs Denver Anschutz Medical Campus</small></p>	<p>CU System Marketing and Communication</p> <ul style="list-style-type: none"> • Implemented shared Marketing Cloud instance for centralized Student and Alumni Communications for 4 CU System Schools • Integrated with PeopleSoft SIS and Ellucian Advance • Delivered several planned journeys • Provided common templates to maintain CU brand • Improved efficiency of communications staff • Empowered CU to deliver and manage all end user training
 <p>University of Colorado Colorado Springs</p>	<p>UCCS Recruiting and Admissions</p> <ul style="list-style-type: none"> • Implemented combination of Pardot and Marketing Cloud, in order to combine the power of Marketing Cloud automations with the simplicity of Pardot • Salesforce, Communities and Admissions Connect • PeopleSoft SIS integration

 (project in progress)	Fundraising and Engagement <ul style="list-style-type: none"> • Constituent outreach/newsletters • Implementing 6 business units of Marketing Cloud integrated with Salesforce CRM • Delivering complex journeys for all WNET members • Focusing on delivering the right communication at the right time • Empowering staff to develop the skills to manage the full capabilities of SFMC
 CHILDREN'S HOSPITAL ASSOCIATION	Hospital Communications <ul style="list-style-type: none"> • Implemented Marketing Cloud for constituent communication and newsletters • Integrated with a non-Salesforce CRM • Delivered common templates to improve all outbound communications • Delivered journeys to support efficient communications • Empowered staff to manage email marketing with great efficiency
 HARVARD MEDICAL SCHOOL	Office for External Education <ul style="list-style-type: none"> • Managed services providing support on improving Marketing Cloud architecture • 6 Business Units sharing 1 CRM instance • Attain Partners to execute tasks in Marketing Cloud including Journeys and adding data extensions

Qualifications of Attain Partners Staff (D)

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

Project Roles and Responsibilities

Attain Partners has identified the following resources required to support the implementation who will work in partnership with VCU to deliver the proposed solution.

Role	Responsibilities
Director	<ul style="list-style-type: none"> Monthly executive check in to ensure VCU satisfaction with overall project delivery Provides executive oversight and assists with issue resolution as needed
Project Manager	<ul style="list-style-type: none"> Ensure the overall success of the project Manage project plan including key deliverables and project schedule Day-to-day project and issue management Responsible for overall project delivery, quality and timeliness Requirements and solutions design leadership Ensure quality, obtain signoff, and submit deliverables Keep the project on-time and within budget Training development and delivery support Issue identification and resolution
Principal Consultant	<ul style="list-style-type: none"> Primary functional and solution architect Requirements and solution design development oversight Marketing Cloud configuration and oversight Marketing Cloud and Blackbaud integration Testing Oversee end user and system administrator training sessions Oversee go-live support Provide post-implementation support to VCU users
Senior Consultant(s)	<ul style="list-style-type: none"> Requirements and solution design development Marketing Cloud configuration Testing Training content development and delivery Provide support during go-live Provide post-implementation support to VCU users
Business Analyst	<ul style="list-style-type: none"> Requirements documentation Light configuration Unit Testing and UAT Support Status report preparation
Change Senior Consultant	<ul style="list-style-type: none"> Oversees and leads the development of deliverables from core change areas in scope from stakeholder assessment to training plans Designs and support communication plans for impacted users

Change Consultant	<ul style="list-style-type: none">Documents client feedback from discovery sessionsDrafts documentation of change recommendationsSupports the development of all deliverables including change strategy, stakeholder analysis, engagement plan, and training plan
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Staff Bios

Attain’s Salesforce Services Group consists of a robust and diverse team of experts; including our deeply qualified Digital Engagement team. This specialized team will bring more than 20 years of experience implementing Marketing Cloud and innovative engagement solutions for a wide variety of clients in the nonprofit and higher education sectors. We expect to use resources from this team for this project at VCU and bios for the potential staff can be found in Appendix IV . The assigned team will be confirmed as we are closer to the start of the actual project.

References (E)

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

Please find references below where we have recently implemented Marketing Cloud solutions. More information on the projects can be found in Qualifications Section C above. We expect that any of these clients would be happy to speak with you, **but as a courtesy to them, we ask that you let us know before you reach out to them so we can let them know to expect your contact.**

Client	Contact Information
	Todd Whitley WNET Senior Director of Digital Marketing and Fundraising whitleyt@wnet.org
 University of Colorado Colorado Springs	Chris Beiswanger Director, Office of Admissions University of Colorado, Colorado Springs cbeiswan@uccs.edu
 University of Colorado <small>Boulder Colorado Springs Denver Anschutz Medical Campus</small>	Joanna Iturbe University of Colorado Enterprise CRM Director joanna.iturbe@cu.edu
 HARVARD MEDICAL SCHOOL	Andrew Marley Harvard Medical School Director of CRM and Systems Integration andrew_marley@hms.harvard.edu

Work Plan (F)

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.

In response to this section, we have provided a summary along with relevant details on our:

- Project Management Approach
- Implementation Methodology
- Sample Project Workstreams
- Sample Marketing Cloud Scope

Project Management Approach

We understand that it is critically important that we thoughtfully manage the budget, time and organizational resources you invest in this engagement.

To do that, we have developed a project management approach that includes the following elements. This methodology gives us a track record of exceeding expectations by implementing high-quality solutions as evidenced by our Salesforce customer satisfaction rating of 4.9 out of 5.

Active Project Management

Your assigned Project Manager will have deep Salesforce experience required to understand the project objectives, to guide the solution design development, and to execute on the project implementation. The Project Manager will manage the overall project - ensuring deliverables are completed on time and your expectations are met. Additionally, the Project Manager will be responsible for issue identification and resolution.

Core responsibilities include:

- Develop & actively manage the project plan
- Monitor project status to ensure milestones are met
- Provide weekly status reports
- Document & resolve risks/issues
- Manage budget
- Communicate project updates

Quality Driven

Quality assurance will be an integral part of the project. This includes:

- Deliverable Reviews: The Project Manager will review all project deliverables. The purpose of the review is to make sure that the approach is sound, that analysis performed is thorough and clearly documented, and that the conclusions reached are proper and supported.
- End-to-End Quality: We will conduct thorough testing to ensure that the system works with the full breadth of your requirements.

Effective Communication

Efficient communications are critical to the success of each project. We believe these techniques are essential to successfully complete your implementation:

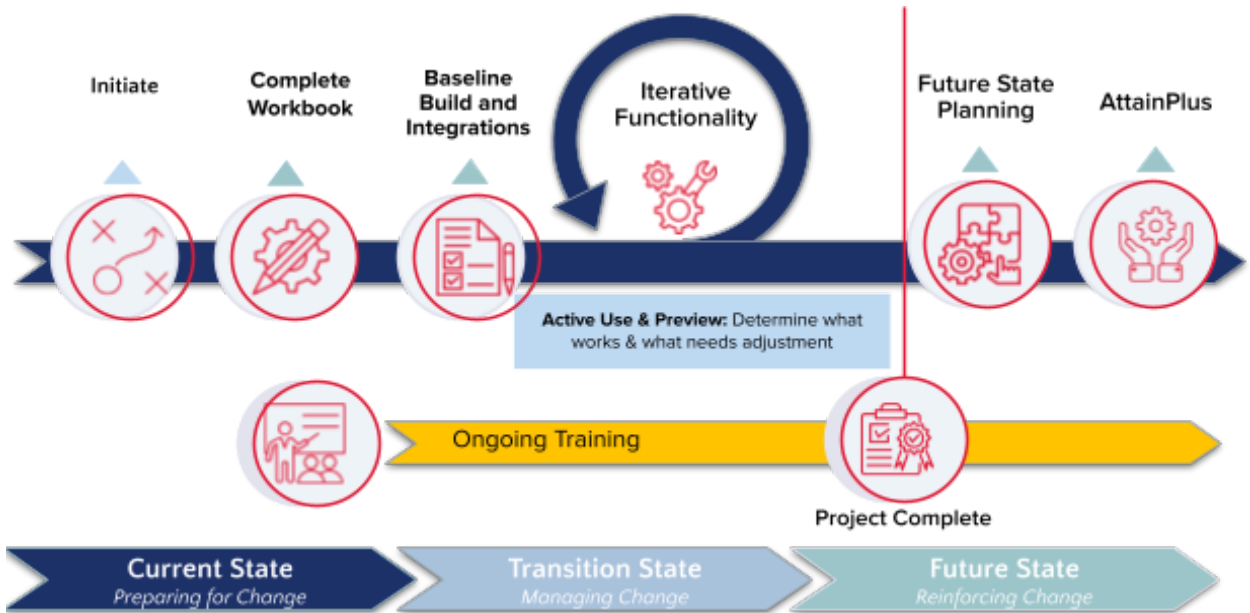


Implementation Methodology

Attain Partners understands that technology is only one piece of the solution. Therefore, our approach is designed to align the utilization of the institution’s people, processes, and legacy technologies to create a solution tightly coupled with the organization’s objectives, capabilities, culture and budget. The methodology outlined below can include a Change Management layer along with the technology implementation.

Marketing Cloud Implementation Process

Attain Partners will work closely with VCU to implement your Marketing Cloud solution. We will deliver on a successful partnership using an incremental approach across the following project stages, allowing for frequent feedback and quicker time-to-value. Our methodology is further broken down into multiple project stages depicted below, each with detailed execution processes and deliverables.



Sample Project Workstreams

The expected workstreams for the VCU Marketing Cloud implementation are outlined below. We would refine the specifics with additional discovery, but these, along with a project estimate, represent what would be the core elements of any Statement of Work we would produce.

Initiate

Prior to the official project kickoff, the Attain Project Manager will work with the VCU Project Manager to complete upfront project planning and scheduling. They will hold several calls to discuss the format of the kickoff meeting and review the meeting content. They will also determine the attendees and agenda for each of the discovery sessions and discuss scheduling and logistics.



Initiate Tasks	Initiate Deliverables
<ul style="list-style-type: none"> ➤ Conduct a kickoff meeting to discuss: <ul style="list-style-type: none"> ○ Team introductions ○ Vision ○ Key project objectives & approach ○ Key project management protocols ○ Roles and responsibilities for each team ○ Preliminary project plan & milestones ○ Immediate next steps 	<ul style="list-style-type: none"> ➤ Kickoff presentation for key stakeholders ➤ Project plan and timeline with milestones, key tasks & resources ➤ Project status reporting template

Discovery & Showcase

The **objective of this stage is to get the platform set up quickly**. We will use configuration - not code - so that everything can be tweaked down the road if needed. Once configured, we will showcase the solution to end users to ensure that they have an opportunity to see the solution live and evaluate how it will meet their needs. At this point, users will also be able to access the solution and complete Salesforce Trailheads simultaneously in order to build their skills and knowledge of Marketing Cloud. We will also document and complete a workbook focused on initial configuration.



Discovery & Showcase Tasks	Discovery & Showcase Deliverables
<ul style="list-style-type: none"> ➤ Discovery Sessions; gain comprehensive understanding of business processes, challenges, tools & supporting data ➤ Configure initial Marketing Cloud solution ➤ Showcase solution to end users 	<ul style="list-style-type: none"> ➤ Workbook outlining initial configuration

Data Build & Showcase

The focus of this stage is to **determine the volume of and best way to pull in initial data into Salesforce Marketing Cloud** (i.e., reports, journeys, etc.). We will also address other key decisions related to where marketing decisions are being made (Blackbaud vs. Salesforce Marketing Cloud).



Like the prior stage, we will showcase a simplified data set to end users so that they can evaluate how it will solve for their initial sending use cases (i.e., social, SMS, email). The benefit of this approach is early and continuous client feedback. By engaging the VCU project team and end users during the Build stage, Attain Partners is able to promote end-user adoption and acceptance.

Data Build & Showcase Tasks	Data Build & Showcase Deliverables
<ul style="list-style-type: none"> ➤ Data Build Discussion Sessions; develop plan for pulling data into Marketing Cloud ➤ Showcase solution to end users ➤ Review components with VCU, collect feedback & update solution 	<ul style="list-style-type: none"> ➤ Configured & tested solution

Iterative Feature Development

Once the discovery, data build and showcases are complete, we will engage in a shortened discovery, build, test, showcase cycle for each new part of the baseline platform as it rolls out.



Following the initial feature development, there may need to be a period where VCU utilizes the limited solution for a finite period of time in order to determine first hand what works and what doesn't work for their business needs. This allows users to test how the solution functions in a low risk environment, address changes as needed and use the acquired knowledge to inform discussions of future feature development.

Train

Training is not one, end-of-project event. Instead, it happens throughout the process using a Build-Show-Review approach. For example, Attain Partners will build an email, we shadow each other building an email, then VCU builds an email independently and we review it together. **The goal of training is to ensure that users are comfortable with the new system, increase their efficiency, and facilitate strong user adoption.**



Training will be supplemented with material from Salesforce's proprietary learning management platform, Trailhead. Trailhead modules can be provided ahead of our scheduled training sessions, to ensure end users have a solid understanding of Salesforce capabilities. We will then layer in VCU-specific training to bring users up to speed on how they will interact with your newly-configured Salesforce Marketing Cloud instance to perform their day-to-day responsibilities.

Future State Planning & Implementation

Once the baseline solution is live and accepted by users, VCU may engage in additional discovery for further feature development. We find this **discovery phase to be much richer** as end users are armed with the knowledge and experience about the tools themselves, how data flows, how to send emails and schedule social messages and more.



The next implementation phase will be based on VCU's needs. It can include things such as building out more data, implementing more complex journey interactions, replacing more functionality of existing systems, etc.

Manage

This critical component of our approach focuses on the effective management of the overall project. The Attain Project Manager aligns our resources and meets weekly with the client to review project status, risks, dependencies and upcoming deliverables for the Attain and VCU teams.

Project Management Tasks	Project Management Deliverables
<ul style="list-style-type: none"> ➤ Scope/schedule management ➤ Risk/issue management ➤ Status reporting ➤ Cost management ➤ Communication management 	<ul style="list-style-type: none"> ➤ Updated project plan/schedule ➤ Weekly status report and status meeting

Sample Marketing Cloud Scope

Using the process and approach above, we will partner with VCU to deliver the following solution to specifically address your Marketing Cloud Implementation needs. *Representative* scope is outlined below.

Marketing Cloud Account/Business Unit Email Studio Baseline Configuration

Our Account Configuration will include the following tasks and deliverables:

1. Lead a quick-start discovery to get the foundation of Marketing Cloud up and running quickly.
2. Prepare and attend client and internal meetings. Provide ongoing communication.
3. Configure Salesforce Marketing Cloud (SFMC) Account, with a single top-level parent and necessary Child Business Units (BUs).
4. Set up up to 10 account users in SFMC.
5. Set up Web Analytics Connector (will auto-create analytics parameters within tracking URLs).
6. Assist with Sender Authentication Package/s (if purchased through Salesforce).
7. Configure initial SFMC integration to Blackbaud.
8. Configure Reply Mail Management (RMM) -- setup of automatic reply message, rules for out of office/unsubscribe replies, forwarding emails to response address.
9. Enable the correct Business Rules through Salesforce Support.
10. Set up assets for SFMC account branding (BrandBuilder).
11. Set up up to 10 Sender profiles (~2 per BU)

Email Templates and Email Builds

Our Email Template and Email Build will include the following deliverables:

1. Up to 5 email templates, built using client's design and HTML/CSS Code within SFMC Email Studio.
2. Up to 5 emails built using each template.
3. Progressive shadowing and review of an additional 10 emails by client team (Goal: enable early adopters and influencers to learn the platform and actively utilize it).

Journey Builder Workshop/Training

Our Journey Builder Workshop will include the following:

1. Lead your team through an interactive Journey Builder Workshop. This workshop will provide insight for the Attain team into the lifecycle of VCU subscriber/customer groups. This workshop will also provide VCU with an understanding of the possibilities of Journey Builder and potential constituent journeys available within the tool.
Note: This exercise will inform some of the data requirements for the Marketing Cloud platform.
2. Deliver a presentation including a recommendation plan based on prioritized options discovered during the workshop.

Data Discovery, Build, Migration, Archiving Build

Our Data Discovery and Build will include the following deliverables:

1. Review data files, data sources, and outbound data needed from SFMC.
2. Determine what platform will act as the marketing decision engine.

3. Determine what data should be stored within SFMC, and what data should be made available as needed. (SFMC “Core Data Model” vs. API Journey data and Blackbaud Reports).
4. Implement data strategies as needed within SFMC.
5. If needed, set up up to 2 automations to import up to 5 data files, or up to 10 Salesforce Objects.
6. Migrate and/or work with Salesforce core team to migrate subscribers, preferences/unsubscribes, initial engagement data from Blackbaud.
7. Configure ongoing unsub sync between systems to allow subscribers to unsubscribe in either system, and see the setting respected in both systems (Blackbaud and SFMC).

Journey Builder Introductory Journey

Our Journey Builder setup will include the following deliverables:

1. Build and demonstrate to VCU how to discover, design, build, test, launch, and iterate a Journey based on prioritized options discovered during the workshop.
2. Create Journey Blueprint.
3. Setup 1 journey with up to 15 steps.
4. Setup Contact Builder Attribute Group with up to 2 data extensions and sending segment.
5. Test the journey.
6. In-line training of the feature with the client team.

Custom Preference Center

Our Custom Preference Center will include the following deliverables:

1. Gather requirements and document project blueprint.
2. Develop (including HTML) 1 static profile center and unsubscribe page from client provided design for one business unit.
3. Test completed preference center.

IP Warming Guidance

Our IP Warming Guidance will include the following deliverables:

1. Create 1 IP Ramp schedule to stay within per-day send thresholds per domain. Schedule is customized to accommodate the client's promotional campaigns for the IP Ramp up period.
2. Client walkthrough of plan.
3. Create segments.
4. Training on how to execute the plan based on segments.
5. Partner with the Salesforce Deliverability team to ensure blocks are removed, bounce management.

2. Deliverables

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

Below are deliverables by workstream for a typical project. These were gleaned from the Workstreams outlined above.

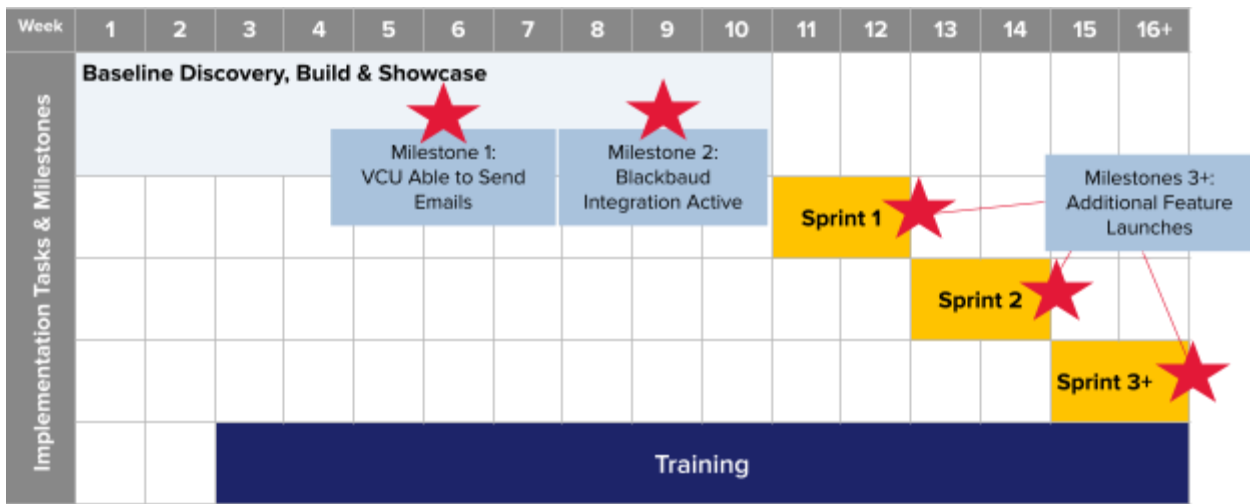
Workstream	Key Deliverables
Initiate	<ul style="list-style-type: none"> • Kickoff presentation for key stakeholders • Project plan and timeline with milestones, key tasks & resources • Project status reporting template
Discovery & Showcase	<ul style="list-style-type: none"> • Workbook outlining initial configuration
Data Build & Showcase	<ul style="list-style-type: none"> • Configured solution • Configuration reviews • Updated and tested configuration
Marketing Cloud Configuration	<ul style="list-style-type: none"> • Configured & integrated Salesforce MC • Custom MC Preference Center • Email marketing configuration • Email marketing installation • Journey Builder • Inbox Monitor 12 • Integration of MC with Blackbaud • Reports
Testing	<ul style="list-style-type: none"> • Test plans • Fully tested solution • UAT support
Training	<ul style="list-style-type: none"> • Quick Reference Guides • Completed Marketing Cloud end-user training • Completed Administrator training
Deploy	<ul style="list-style-type: none"> • Deployed solution
Project Management	<ul style="list-style-type: none"> • Updated project plan/schedule • Weekly status report and status meeting
Change Management	<ul style="list-style-type: none"> • Sponsor Roadmap • Change Management Approach • Stakeholder Analysis • Engagement Plan • Training Plan • Change Impact Assessment • Coaching Plan

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.

Below is a sample initial implementation timeline. **Our goal is that VCU will be live and able to send emails in just 6 weeks.**

We will work with your team to identify and prioritize subsequent sprints early on. Each sprint is focused on **systematically transitioning or building out functionality in Marketing Cloud**. At the end of each two-week sprint, a new feature will be live and usable by staff.



We are happy to work with VCU to adjust our timelines to better align with key deadlines, your priorities, capacity, etc.

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.

The main outcomes will be centered on the additional capabilities available with Marketing Cloud versus the current solution. These include:

- Marketing calendar, prioritization/business process & governance to reduce constituent email fatigue.
- Improved segmentation and customization of messaging to increase email relevance and engagement.
- More robust and layered subscription management preference center to allow unsubscribes from certain, but not all content.
- New capabilities with marketing automation (Journeys) to allow email to be used to guide constituents towards a goal, addressing and respecting how each interacts with messaging and eliminating manual efforts or errors.
- Available multi-mode communications utilizing SMS as part of automations or direct sends.

- Implement email list hygiene and best practices for e-newsletters and campaigns for improved deliverability and higher levels of engagement.
- Staff training to optimize system use and then expand on the capabilities as comfort and knowledge increases.

The measurement for most of the above will be found in different statistics in a few core areas:

- Email Metrics
 - Open rates
 - Click through rates
 - Deliverability rates
 - Unsubscribe rates
- External Systems
 - VCU website visits and page views
 - Social media engagement
- VCU Engagement Metrics
 - Event attendance or participation
 - Donation response percentages
 - Moves management - progress or new entries
 - Email replies

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).

Attain Partners' implementation methodology includes a very robust and engaged project management layer that includes a weekly status report where all project risks are identified and tracked and accountability assigned to address.

A recent risk we mitigated and addressed was at our client WNET. We found that there were a number of duplicates coming from the source data system. Our team got together and provided options and recommendations to WNET to address this challenge. WNET quickly collaborated with us to select the best option and we kept the project on track.

Staff turnover is always a risk both from the Attain Partners and client sides and we manage that risk by making sure activity is tracked and taking a layered approach in delivery from Director to Project Manager to Principal Consultant to Senior Consultant. This approach along with accurate and transparent tracking allows Attain Partners to bring in new resources as/if needed and support appropriate knowledge transfer such that the project is never in jeopardy. It is worth noting that the average tenure at Attain is 4+ years so we have excellent retention which means much fewer issues around staff turnover.

There are certainly risks that can impact a transformative project like this. These fall into 3 key areas outlined below:

People

- Need for strong, engaged and committed executive sponsorship and vision
- Empowerment of client team to make timely decisions
- Strong understanding of staff needs and concerns and strong stakeholder communication
- Change fatigue from client teams

Technology

- Not fully understanding and/or embracing the new functionality in order to realize its full value
- Errors or automations that could result in unanticipated or inaccurate messaging out to constituents

Data

- Cleanliness of data to support integration and desired 1:1 communication
- Thoroughness and accuracy of data to support proper marketing segmentation

At Attain Partners we look to address all these risks with proactive project and change management along with an iterative delivery model with small quick wins which builds momentum and client excitement and fosters a better understanding of the solution being deployed.

6. Other

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

We want to reinforce the unique nature of Attain Partners' work plan outlined above. Most Salesforce partners start with weeks of discovery followed by a long list of requirements that the client needs to approve before they fully understand what the new system is capable of doing and how their business processes may change. In our model, we collect light requirements and build a usable solution that the client can start to use and become familiar with the tool and its capabilities. We then do a new round of discovery followed by another round of enhancements, and repeat as needed. This allows clients to have their growing understanding of the product shape the next round of build and be very familiar with the tool by the time we train and go live.

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

Unless the firm is a Virginia Department of Small Business & Supplier Diversity (DSBSD) certified small business, it must submit and complete Appendix I (see Section IX and Appendix I below). DSBSD certified small businesses must include their certification number on the cover sheet of this RFP, but are not required to complete Appendix I.

Attain Partners is not a SWaM business, nor do we see the opportunity or need to subcontract any part of this project. If that becomes a possibility as individual projects are scoped, we are open to partnering with a SWaM business so long as it makes sense for that part of the project. We have completed 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. While VCU may negotiate some terms and conditions, Offerors must recognize that VCU is a public agency and must abide by the legal requirements applicable to such public agencies. Most terms and conditions in the RFP cannot be negotiated. See Appendix III for additional information.

Attain Partners has listed any exceptions in Appendix III.

Statement of Needs (III)

I. 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

1. *The Contractor shall provide an organized and formulated project management process for gathering project requirements; synthesizing and outlining project scope; and determining cost, duration, and complexity of the project.*

Attain Partners is a professional services firm and has been a trusted Salesforce Implementation partner since 2005. A core capability we have developed over this time is conducting sufficient discovery with clients to determine the true goals and underlying objectives for a project. From this discovery, we will document our understanding of the scope and supporting schedule that we will review with the client and iterate as needed. Once confirmed, we will use our experience from over 900 projects to arrive at an estimated level of effort and cost to complete, taking into account any unique client needs, infrastructure or areas where the client can support.

Please see our detailed response to the Work Plan (Section F) above for more information on how we will detail the project scope in order to arrive at an understanding of the cost and complexity of a project.

2. *The Contractor shall have the ability to provide project documentation and proposed costs for each project, including:*
 - a) *Project Charter (Statement of Work)*
 - b) *Project Schedule*
 - c) *Project Cost and/or hourly rate per technical area*

As outlined above, this is a strong capability of Attain Partners and we understand this is something that will be required out of this RFP before work can begin. If selected out of this RFP, we will need to review the needs for the specific Marketing Cloud project for DAR at VCU and develop a Statement of Work to complete, including a project schedule and estimated cost by workstream and resource. That said, we hope we will be able to inform the scope for each project or task order based on our understanding of the overall holistic needs at VCU and the planned phased approach communicated within this response.

3. *The Contractor shall provide project management support for the Contractor's staff to ensure assigned tasks are completed according to the Project Schedule.*

Attain Partners management team came out of large consulting firms. This background along with our long history of successful implementations has shaped our project management methodology. A key to that methodology is a strong project manager role to oversee the tasks and deliverables from both teams, identify risks to the timeline, budget or desired feature set and keep the project moving forward towards a successful on time on budget project completion that meets our client's objectives.

- 4. The Contractor shall provide documented experience in conducting end-user and technical trainings (on-demand or in-person) relating to Salesforce Marketing Cloud. The Contractor shall provide a formalized process for changes in scope of services or deliverables and the increased estimate. The work requested shall be approved by VCU in advance with a written Change Order.*

Attain Partners prides itself on completing projects in such a way that the client is fully versed and self-sufficient on the new solution when we are finished. This requires developing a training curriculum and documentation that is relevant to the client's needs and implemented solution. It also means providing training ideally on-site and using the client's soon to be deployed system and data so that training is contextual and relevant. We would also not want the training to be the first time the users have interfaced with the new application. There will be other opportunities to become familiar with the tool through configuration reviews, product demonstrations and User Acceptance Testing. Training consists of Administrator and User training. We will also recommend relevant training from Salesforce to supplement and prepare for the Attain Partners training.

Our project management methodology identifies changes in scope or expected level of effort in order to surface them early in case an alternative solution can be found which does not increase cost, or if a change order is needed. If needed, the Attain Partners' Project Manager will contact your Account Executive to write an amendment which will need to be signed by VCU before the work can proceed.

Consultant shall provide documented experience in any of the following as it relates to Salesforce Marketing Cloud:

The list below is a thorough summary of the requirements VCU will want from its consultant to help deliver a successful Marketing Cloud project. They also perfectly align with Attain Partner's capabilities developed from over:

- **900 Salesforce implementations** for the Salesforce Services Group
- **200 Marketing Cloud implementations** for the Digital Engagement team
- **20 years cumulative experience** implementing Marketing Cloud solutions

One example of our expertise and thought leadership around Marketing Cloud is Aaron Beatty who leads our Digital Engagement team and sits on the Salesforce Marketing Cloud exam committee, contributing to the questions for the Marketing Cloud certification exam.

With the above for context we have provided a brief response to the items outlined below.

1. Individual must have Salesforce certification(s)

The proposed Digital Engagement Team has the following certifications:

Aaron Beatty: SFMC Email Specialist, SFMC Administrator, SFMC Consultant. SFMC Developer, SF Admin, Pardot Specialist

Van Sneed: SFMC Email Specialist, SFMC Email Administrator, SFMC Consultant

Dennis Mundy: Pardot Specialist, Marketing Cloud Specialist

2. *Needs analysis*

The discovery phase is critical to the beginning of any project in order to gain a deeper understanding of the requirements and arrive at a solution design and phased implementation plan that meets the long-term needs of the client. For this project at VCU, we plan to conduct part of this analysis during the brief planning phase, and then additional discovery during the first phase. However, we also want to get to value quickly, so the discovery will be focused on big picture issues so we are building a solution that will scale as needed for VCU, and then just enough to deliver the first phase of functionality.

3. *Project Management*

Project Management is a core strength of Attain Partners and a pillar of our methodology that enables us to consistently deliver successful results.

4. *Email Templates/Mobile Optimization*

Attain Partners can help design branded and content dynamic email templates optimized for mobile devices and use client-licensed tools like Litmus/ReturnPath/EmailonAcid to ensure they are rendering properly. Attain Partners does not normally create full HTML branded emails, but can recommend a third party if those are needed and not able to be created by VCU.

5. *Journey Builder*

Journey Builder is a major component of Marketing Cloud that can drive better engagement with less manual effort. Our team has created hundreds and hundreds of Journeys as part of the 100+ career Marketing Cloud projects we have implemented. While a valuable tool, we like starting with very simple Journeys and then get more complex as institutional knowledge expands to support.

6. *Analytics*

Analytics can mean different things depending on the context. Certainly reporting on results are critical analytics and will be how we measure results and success of campaigns. It can also refer to coding links in emails to tap into the power of Google Analytics. Analytics can also refer to things like Einstein Analytics (Tableau CRM) from Salesforce where we are able to leverage Artificial Intelligence to tailor messaging based on a deeper understanding of constituent intent. Attain Partners understands the importance of Analytics and has implemented all different forms in its Marketing Cloud projects.

7. *Contact configurations*

Journeys are the primary component of Marketing Cloud that utilizes the Contact Model. Journeys needing to reference Contact data instead of Journey data will need to have the Contact Model established for the entry events.

8. *Subscription management/contact preferences*

Some subscriber management is available out-of-the-box, but the majority of Marketing Cloud customers opt to build a custom preference center, which can be housed within CloudPages, or externally on a client server.

9. *Data integrations with other systems*

As we have stated above, Attain Partners has deep experience in integrating Salesforce and Marketing Cloud with other systems either via API or batch files. We understand how to best design, build, test and deploy complex integrations in a very scalable and secure manner such that the client is not burdened with an unstable set of custom code or manual processes that are difficult to maintain in the future.

10. *Reporting*

There are a variety of reports available within Marketing Cloud that can be enabled at any time. The majority of clients utilizing Marketing Cloud pull Marketing Cloud data, and then perform reporting via a dedicated data visualization tool like Tableau.

11. Sending/scheduling optimization

Einstein STO is available within Journeys for send time optimization, but market research is always a valuable tool to help determine ideal send time and cadence.

12. Salesforce Configuration and workflow for email creation/approval

Salesforce configuration may not be required as part of this project. Email Approval is a feature built into Marketing Cloud that can be enabled, if desired. Many clients utilize business processes outside of the tool in order to build, review, test, and deploy communications and this can be something supported by our Change Management team.

13. Automation configuration

Automations can take many forms, from deploying emails to importing, transforming and exporting data within Marketing Cloud. Attain Partners has experiences with multiple types of automation processes within Marketing Cloud, and can make recommendations on best practices accordingly.

Price Proposal (G)

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

- 1. An hourly rate broken down by position type for proposed services or bundled fixed price offerings for specific deliverables.*
- 2. Fully burdened hourly rates that include all billables (e.g. travel, lodging, overhead, administrative costs, etc.).*
- 3. Any additional required materials shall be billed at cost.*
- 4. Include pricing for all other products and services.*
- 5. Supplier shall describe all available pricing options for services (fixed fee, hourly fees, per unit fees, etc.)*

Rate Table

Below are our discounted higher education and nonprofit rates by role, **discounted to align with the VASCUPP rates** we have in place. Attain Partners' general approach is time and material service so that the client benefits if the level of effort is below what is estimated, and has the option to add scope via a change order if desired as the project unfolds. However, we are willing to discuss fixed price projects with a tightly bound scope if that is of interest.

These rates include all overhead and administrative costs, but do not include travel. Given the uncertainty of travel with the pandemic and the unknowns on the amount of travel needed based on VCU's preferences, budget and the assigned team, it would not be fair to either party to create a bundled rate including travel at this time. With Attain Partners being based in Virginia, we would expect travel costs for at least part of the team to be minimal.

Resource	Rate
Director	\$235
Project Manager	\$215
Principal Consultant	\$210
Senior Consultant	\$175
Business Analyst	\$125
Change Senior Consultant	\$175
Change Consultant	\$150

Estimate

Attain Partners will develop an estimate for each project based on the above rates. Each estimate will be time and materials based. Actual costs will be based on actual hours worked and will be invoiced monthly on a time and materials basis. If travel is possible and approved, it will be invoiced at the cost incurred according to VCU travel policies.

Marketing Cloud Sample Packages

Below are 4 sample packages Attin Partners has developed for Marketing Cloud implementations based on level of complexity. We are not expecting the VCU project will fall neatly into one of these bundles, but these can be used as a guideline for approximate costs based on different levels of complexity. Keep in mind these packages do not include the brief planning phase we recommend, Change Management or the integration with Blackbaud.

BASECAMP

- 4hr Rapid Discovery
- 5 Users
- IP Warming/SAP Aid
- 1 Business Unit
- 1 Template
- 3 Sending Data Extensions
- WAC Configuration
- OOTB Preference Center
- 6hrs Training for 5 users

\$40,000 | 6-10 weeks

ASCENSION

- 8hr Rapid Discovery
- 10 Users
- IP Warming/SAP Aid
- 1 Business Unit
- 2 Templates
- 5 Sending Data Extensions
- WAC Configuration
- OOTB Preference Center
- Basic Journey Builder
- 2 Journeys (up to 3 sends)
- 6hrs Training for 10 users
- Daily Report

\$60,000 | 10-14 weeks

SUMMIT

- 2-Day Discovery
- Journey Workshop
- 15 Users
- IP Warming/SAP Aid
- 3 Business Units
- 4 Templates
- 10 Sending Data Extensions
- WAC Configuration
- Common User Cases Stored
- Custom Preference Center
- Advanced Journey Builder
- 3 Journeys (up to 3 sends)
- 6hrs Training for 15 users
- Daily Report with custom count of subscriber types

\$80,000 | 14-18 weeks

SHERPA

- 2-Day Discovery
- 2-Day Journey Workshop
- 20 Users
- IP Warming/SAP Aid
- 5 Business Units
- 5 Templates
- 10 Sending Data Extensions
- WAC Configuration
- Common User Cases Stored
- Custom Preference Center
- Advanced Journey Builder
- 4 Journeys (up to 3 sends)
- 6hrs Training for 20 users
- Daily Report with custom count of subscriber types

\$120,000 | 20-26 weeks

Appendix I: Participation of SWaM Businesses

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN, BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not currently 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:

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

Attain Partners is not a SWaM and is not aware of a qualified SWaM certified partner to use on this project. Therefore, we do not plan on any SWaM participation. However, we are willing to add a SWaM to the project if VCU is aware of a firm that can add value to this project and would like to be included on the project team.

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

Name Printed: **n/a**

Email: Phone:

Firm: **Attain Partners**

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): **n/a**

Name Printed: Title: Email:

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

Appendix II: Invoicing and Payment

The following pages include the requested details about our preferred payment method and the signed payment and invoicing acknowledgement page.

APPENDIX II

INVOICING AND PAYMENT

Invoicing:

The Contractor shall submit a fully itemized invoice to Virginia Commonwealth University, Accounts Payable, PO Box 3985 Scranton, PA 18505, 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 VCU RealSource vendor portal; and Contractor agrees to comply, to the extent commercially reasonable, 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:

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, but the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the method selected below.

Payment Methods

- 1. Electronically through a Wells Fargo Visa commercial card:** Payment is processed thirty (30) days after receipt of a proper invoice for the amount due, or thirty (30) 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. Questions regarding this method of payment should be sent to commcard@vcu.edu.

2. Paper Check

Contractor must indicate the method of payment selected:

☐ Commercial Card Payment (Wells Fargo VISA)

☒ Paper Check

Invoicing and Payment Method Acknowledgement:

Signature: **Jeffrey L Coe** Digitally signed by Jeffrey
L Coe
Date: 2021.07.22 10:53:49
-04'00'

Name Printed: Jeffrey Coe

Title: Director of Contracts

Name of Firm: Attain Consulting Group, LLC dba Attain Partners

Date: July 22, 2021

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: Vik Bansal

Title: Managing Director, Finance

Mailing address: 1650 Tysons Boulevard, Suite 1530 McLean, VA 22102

Email address: vbansal@attainpartners.com

Phone Number: 703-857-2200

Fax Number: None

Appendix III: Exceptions

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. VCU also reserves the right at its sole discretion to reject Offeror exceptions.

Unless specific exceptions are made within the firm's proposal, VCU will assume that the Offeror accepts all the terms, conditions, and specifications of this RFP. In the event that VCU enters into negotiations with an Offeror, VCU may decide only to negotiate those items included as exceptions listed in Appendix III. If during negotiations the Offeror raises issues that were not included in the Offeror's Appendix III submittal, then VCU may in its sole discretion terminate the negotiations.

UNIVERSITY PROPOSAL SECTION NUMBER	STATED EXCEPTION
Attain Partners does not have any exceptions to the terms of the RFP, however, we propose these terms for VCU's consideration to be included in any contract resulting from this RFP.	<p>Limitation of Liability – Section for Consideration</p> <p>In no event shall either party or its employees, officers and directors be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including lost profits, lost data, or opportunity costs), regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including negligence, or otherwise).</p> <p>Except for liability arising out of the Section T Insurance or Section Z Indemnification as stated herein, in the absence of gross negligence or willful misconduct, Contractor, its employees, officers and directors will not be liable to VCU for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to this Contract for an aggregate amount in excess of \$250,000.00 for the services or deliverables giving rise to the liability. This limitation shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract statute, tort (including ordinary negligence), or otherwise even if awardee had been advised of the possibility of such damage or loss.</p>


Appendix IV: Attain Partners Representative Staff Bios

At Attain Partners, we staff each project with a group of uniquely qualified individuals with extensive relevant expertise and deep industry experience to meet the specific needs of each client. Below are sample bios of the staff that could support this project. Since the start date is not until January, we will need to get closer to that date before we can confirm the actual team

Project Oversight and Governance


<div> <div>Leidy Smith</div> <div>Account Executive</div> </div>	
Overview	
 <div> <div>Years of Experience</div> <div>9 Attain Partners</div> <div>20+ Industry</div> </div>	<div> <div>Education</div> <div>Master of Business Administration</div> <div>University of Michigan, Ross School of Business</div> </div> <div> <div>Bachelor of Arts</div> <div>Economics</div> <div>Lafayette College</div> </div>
Key Technical and Industry Experience	
<ul style="list-style-type: none"> • 20 years technical leadership • Prior experience includes point solution for college athletic departments to help manage the full life cycle of their athletes from recruits to alumni 	
Key Attain Partners Portfolio Clients	
Allegheeny College Babson College Auburn University Harbert College of Business Clemson University Columbia University Business School Duke University, Fuqua School of Business Embry-Riddle Aeronautical University George Mason University Georgetown University McDonough School of Business Harvard University Johns Hopkins University	New York University Stern School of Business Northwestern University Kellogg School of Management Norwich University Pennsylvania State University Smeal College of Business Rutgers University Tufts University University of Chicago Harris School University of Maryland Smith School of Business University of Massachusetts Boston University of Notre Dame University of Virginia Darden School of Business Worcester Polytechnic University Wharton School of the University of Pennsylvania


Alanna Steffens Practice Lead, Salesforce Services Group	
Overview	
 <p>Years of Experience 10 Attain Partners 15+ Industry</p>	<p>Education Master of Science Information Technology Management University of Maryland University College</p> <p>Bachelor of Science Business Administration DeVry University</p> <p>Certifications Salesforce Administrator Salesforce Education Cloud Consultant Salesforce Service Cloud Consultant Salesforce Sales Cloud Consultant Salesforce Community Cloud Consultant Salesforce Advanced Administrator Salesforce App Builder Salesforce Trailhead Profile</p>
Key Technical and Industry Experience	
<ul style="list-style-type: none"> • 15+ years of software implementation experience • 9+ years Salesforce implementation experience • 9+ years higher education and nonprofit Salesforce implementation expertise • Implemented complex, enterprise-wide Salesforce projects for higher education organizations • Delivered higher education solutions in Recruiting and Admissions, Student Services, Marketing, Executive Education, Faculty Management, Program Administration, Student Success (Career Services) • 10+ implementations of Education Data Architecture (EDA) with significant 3rd party product customization • Experience implementing 3rd party AppExchange products such as DocuSign, Conga Composer, and FormAssembly • Implemented Marketing Cloud and Pardot for higher ed, designing complex marketing automations and integrations • Developed technology and management roadmaps to drive organizational change • 5+ implementations of moving from Salesforce Classic to Lightning 	
Key Attain Portfolio Clients	
Babson College Boston University College of William & Mary Duke, The Fuqua School of Business Excelsior College Harvard Kennedy School of Government MIT Professional Education Stanford University University of Colorado University of Massachusetts, Boston University of South Dakota	Northwestern University, Kellogg School of Management University of California Berkeley, Cal Student Central UCLA Anderson School of Management University of Colorado, Leeds School of Business University of Southern California, Marshall School of Business University of Virginia, Darden School of Business Wharton School of the University of Pennsylvania Cornell, Johnson Graduate School of Management Harvard Division of Continuing Education Auburn University, Harbert College of Business


Reshma Patel-Jackson Practice Lead, Change Management	
Overview	
 <p>Years of Experience 12 Attain Partners 14+ Industry</p>	<p>Education Master of Business Administration University of Maryland, Robert H. Smith School of Business</p> <p>Bachelor of Arts Foreign Affairs, Psychology University of Virginia</p> <p>Certifications Prosci® Certified Change Management Practitioner</p>
Key Technical and Industry Experience	
<ul style="list-style-type: none"> Responsible for consulting assignments focusing on change management, organizational assessments, strategic planning, project management, business process improvement, facilities and administrative and fringe benefit rate proposals, and research administration for a nonprofit, higher education, government contracting, and commercial clients. This includes internal audit, compliance, and costing services. Provided strategic planning, project management, change management, internal audit, compliance, and costing services for a variety of not-for-profit, higher education, government contracting, and commercial clients. 	
Key Attain Portfolio Clients	
Mayo Clinic New York University Langone Medical Center Smithsonian Institution Catholic University of America George Mason University Georgetown University George Washington University Johns Hopkins University	National Collegiate Athletic Association (NCAA) Old Dominion University University of Colorado University of Massachusetts – Dartmouth University of Richmond University of Virginia Virginia Commonwealth University

Project Delivery Team

Stephen Prestwood Project Manager	
Overview	
 <p>Years of Experience 2 Attain Partners 20+ Industry</p>	<p>Education Bachelor of Arts German University of North Carolina at Chapel Hill</p> <p>Master of Planning Social Policy and Community Development University of Southern California</p> <p>Certifications Salesforce Administrator Salesforce Nonprofit Cloud Consultant Salesforce Education Cloud Consultant</p>
Key Technical and Industry Experience	
<ul style="list-style-type: none"> • 10+ years IT systems integration project and program management • 10+ years experience with economic and community development for nonprofits and government agencies • 2 years of program management partnering with nonprofits, private businesses, government agencies, and educational institutions to provide workforce development to underserved communities • 5+ years nonprofit management • 5+ years public outreach and communications • 4+ years implementing Salesforce for nonprofit, educational, and healthcare organizations 	
Key Portfolio Clients	
<p>Prior to Attain Jewish Vocational Services (JVS) United Religions Initiative (URI) The Colossian Forum American Cancer Society (ACS) Boys and Girls Clubs of America (BGCA) Pacific Business Group on Health (PBGH) Becton Dickinson Sing for America University of California, Irvine Michigan State University</p>	<p>With Attain Fine Arts Museums of San Francisco (FAMSF) Public Policy Institute of California (PPIC) University of Colorado Leeds School of Business University of Colorado, Colorado Springs Rhode Island College Laspau</p>

Aaron Beatty Principal Consultant, Digital Experience	
Overview	
 <p>Years of Experience 1 Attain Partners 10+ Industry</p>	<p>Education Bachelor of Arts University of Missouri</p> <p>Certifications Salesforce Pardot Specialist Salesforce Administrator Salesforce Marketing Cloud Email Specialist Salesforce Marketing Cloud Administrator Salesforce Marketing Cloud Developer Salesforce Marketing Cloud Consultant</p>
Key Technical and Industry Experience	
<ul style="list-style-type: none"> • 10 years of technical experience delivering innovative engagement solutions for a wide variety of clients in nonprofit, higher education and the private sector • 10 years implementing all types of Marketing Cloud solutions • Served as an Exam Consultant to Salesforce for Marketing Cloud Consultant, Marketing Cloud Developer, Marketing Cloud Administrator, and Marketing Cloud Email Specialist Exams 	
Key Client Engagements	
<p>Higher Education Arizona State University Texas State University University of North Texas</p> <p>Nonprofit American Public Media Anti-Defamation League AARP Children's International GEHA Global Citizen The Leukemia & Lymphoma Society Salvation Army United States Olympic Committee</p>	<p>Private Sector AAA Bissell Cabela's Chubb Crayola Design Within Reach Flagstar Bank Home Shopping Network KitchenAid Life is Good Mariner Financial Michael's The Navy Exchange Optimal Payments Prudential Purina/Nestle Sonos Waddell & Reed</p>

Dennis Mundy Senior Consultant	
Overview	
 <p>Years of Experience 2 Attain Partners 10+ Industry</p>	<p>Education Bachelor of Arts Psychology and Behavioral Pharmacology Rutgers, The State University of New Jersey</p> <p>Certifications Salesforce Pardot Specialist Salesforce Marketing Cloud Email Specialist</p>
Key Technical and Industry Experience	
<ul style="list-style-type: none"> • 7+ years Salesforce and Marketing Cloud Experience • 10+ years of experience in marketing automation and developing digital experiences • Management of Salesforce Marketing Cloud development projects including systems integration and identification/implementation of automation opportunities in the nonprofit and commercial spaces • Experience developing future state architecture and go-to-market strategies 	
Key Attain Portfolio Clients	
ALS Association Children's Hospital Association National Public Radio Harvard Division of Continuing Education	Harvard Kennedy School of Government Oregon State University U.S. Citizenship and Immigration Services (USCIS)

Van Sneed Senior Consultant, Digital Experience	
Overview	
 <p>Years of Experience 1 Attain Partners 5+ Industry</p>	<p>Education Bachelor of Fine Arts Kansas City Art Institute</p> <p>Certifications Salesforce Marketing Cloud Email Specialist Salesforce Marketing Cloud Administrator Salesforce Marketing Cloud Consultant</p>
Key Technical and Industry Experience	
<ul style="list-style-type: none"> • 5+ years implementing Marketing Cloud solutions. • Adept at troubleshooting Marketing Cloud systems and processes. • 5 years experience delivering Marketing Cloud training including several hundred hours on behalf of Salesforce for national and international clients. 	
Key Client Engagements	
<p>Higher Education University of Colorado</p> <p>Nonprofit The Salvation Army The WNET Group</p>	<p>Private Sector AAA AMC American Century Investments Cabela's Chubb Church & Dwight Community America Credit Union Crocs Gamestop Party City The Navy Exchange Nothing Bundt Cakes Pepsi Sam's Club Scrubs & Beyond Texas Roadhouse</p>

Martina Cook Change Manager	
Overview	
 <p>Years of Experience 4 Attan Partners 6+ Industry</p>	<p>Education Bachelor of Arts International Affairs James Madison University</p> <p>Certifications Prosci Change Management Certification</p>
Key Technical and Industry Experience	
<ul style="list-style-type: none"> • Served as the Project and Change Manager for ERP and Environment, Health and Safety (EHS) system implementations • 6+ years of change management experience for higher education, academic medical center, nonprofit and federal clients • 6+ years of project management experience implementing ERP systems, strategic plans and re-engineered business processes • Extensive experience developing a comprehensive change management approach • Designed and implemented training and communication plans and materials • Experience conducting business process re-engineering prior to and during system implementations 	
Key Attain Portfolio Clients	
American Chemical Society Memorial Sloan Kettering Cancer Center Morgan State University Howard County Public School System Carnegie Mellon Tepper School of Business NCAA	Environmental Protection Agency University of California San Diego University of Maryland University College University of Colorado, System University of Colorado, Colorado Springs