



# VCU

## Contract Renewal

**CONTRACT NAME:** Student Accessibility and Education Opportunity Accommodation Management System

**CONTRACT TITLE:** C0004148

**NEW START DATE:** 04/01/2025

**NEW END DATE:** 03/31/2026

**RENEWALS REMAINING:** 3

**FIRM:** Accessible Information Management LLC (AIM)

### PRICING:

Select one of the options below.

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

### CERTIFICATE OF INSURANCE:

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

All other terms and conditions of C0004148 shall remain unchanged and in full force and effect.

### FIRM

Robert Armas

Signature

Name: Rob Armas

Title: CEO

Date: 4/15/25



# VCU Procurement Services

## VIRGINIA COMMONWEALTH UNIVERSITY STANDARD CONTRACT

**Contract Number: C0004148**

This contract entered into by Accessible Information Management, LLC., hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University, called the "Purchasing Agency".

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

**PERIOD OF THE PERFORMANCE:** From April 1<sup>st</sup>, 2024, through March 31<sup>st</sup>, 2025, with the option to renew for four (4) additional one (1) year terms upon mutual written agreement of both parties.

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

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

- (1) This signed form;
- (2) The Best Value Acquisition (BVA) # **178386957DP**, dated October 20, 2023.
- (3) The Contractor's Proposal as submitted in response to the BVA
- (4) The Contractor's Quote
- (5) The Negotiated Exceptions listed in Appendix I attached.

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

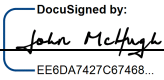
**CONTRACTOR:**

Accessible Information Management, LLC.

By: Robert Armas Name Printed: Robert Armas  
Date: 3/25/24 Title: CEO

**UNIVERSITY:**

Virginia Commonwealth University

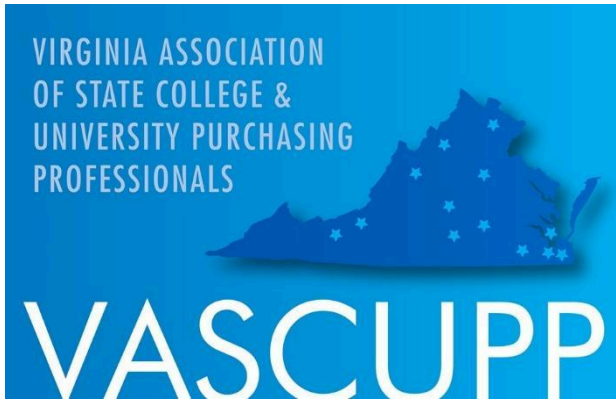
By:  Name Printed: John McHugh  
Date: 3/28/2024 Title: Director, Procurement Services



# VCU Procurement Services

## Best Value Acquisition (BVA)

**VIRGINIA COMMONWEALTH UNIVERSITY  
BEST VALUE ACQUISITION (BVA)  
# 178386957DP**

<b>Issue Date:</b>	October 20, 2023
<b>Title:</b>	Student Accessibility and Educational Opportunity Accommodation Management System and Database
<b>Issuing and Using Agency: Direct Inquiries to:</b>	Virginia Commonwealth University (VCU) Dana Parent, IT Category Manager dmparent@vcu.edu
<b>Proposal Due Date:</b>	November 3 <sup>rd</sup> , 2023 5:00 PM Eastern Time <i>Note: VCU reserves the right to reject proposals received after the stated due date &amp; time.</i>
<b>Proposal Delivery Addresses:</b>	dmparent@vcu.edu
 <p><b>VIRGINIA ASSOCIATION OF STATE COLLEGE &amp; UNIVERSITY PURCHASING PROFESSIONALS</b></p> <p><b>VASCUPP</b></p> <p><i>A VASCUPP Member Institution</i></p>	

## **I. DESCRIPTION OF SERVICES**

VCU's Student Accessibility and Educational Opportunity (SAEO) office is seeking proposals for an accommodation management system and database. As the primary resource for all student-focused ADA, accessibility, and disability-related compliance on the Monroe Park Campus, the SAEO office oversees support and requests from approximately 3,000 students. Between 1,500 and 1,700 students are active in a given semester and the number of users may fluctuate based on enrollment. The accommodation management system and database will serve as a highly interactive, student- and faculty-facing portal to manage the following services:

- The disability-disclosure process
- Reasonable accommodation process (academic, housing, dining)
- Distribution of accommodation letters
- Management of the Testing Access Center (where between 4,000 and 5,000 accommodated exams are proctored for faculty each year)
- Oversight of assistive technology and adaptive devices/furniture
- Arrangement of interpreters
- Tracking alternative format materials
- High-level reporting and assessment tools to help track usage, student information, and KPIs

For SAEO to provide the highest quality experience for all users, the accommodation management system and database must be user friendly, highly dynamic and customizable, and, above all else, accessible.

## **II. SUBMISSION REQUIREMENTS**

- A. Submit proposal to email address designated on page one of this BVA document.
- B. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities.
- C. Virginia Commonwealth University (VCU) is a public institution of higher education and as such is subject to the Virginia Freedom of Information Act (VFOIA), §2.2-3700, *et seq.* (*Code of Virginia*). 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 § 34 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth (Governing Rules)*, Public inspection of certain records, 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 § 34 of the *Governing Rules*, identifies the information to be protected, and states the reasons why protection is necessary. To this end, when submitting proposals containing such information, Offerors must:
  1. Clearly denote on the outside of the proposal that it contains proprietary information.
  2. Include as the first section of the proposal a written notice that identifies by section and page number the information to be protected as well as specific reasons why protection is necessary.
  3. Clearly denote by some distinct method, such as highlighting or underlining, the words, figures or paragraphs within the proposal identified in the written notice. Failure to follow these instructions shall result in Offeror's full proposal being subject to public disclosure.
  4. 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.

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

D. Overview

1. State the Offeror's legal entity name and headquarters address.
2. Provide Offeror's W9 or at minimum tax identification number (TIN)
3. Provide the name, title, address, telephone number, and email of the individual who will act as the Offeror's designated representative for purposes of this RFP.

E. A written narrative statement to include:

1. Experience in providing the goods/services described herein.
2. Names, qualifications, and experience of personnel to be assigned to the project.

F. Specific method for providing the proposed goods/services as stated in the Description of Services including:

1. Describe your solution's ability to allow for a dynamic work flow that includes the following steps and functions:
  - a) Student disclosure of disability and intake form submittal
  - b) Documentation submission
  - c) Notification to staff of new submission
  - d) Ability to approve accommodations
  - e) Ability to make internal referrals for other services
  - f) Creation of Accommodation letter
  - g) Ability for students to request and send accommodation letters to faculty
  - h) Case notes for all interactions
2. Describe your solution's additional workflows, which should include but not be limited to the following processes:
  - a) Scheduling and coordinating testing between students, staff, and faculty
  - b) Annual and ongoing reporting functions
  - c) Creating and sending emails
  - d) Tracking student information (GPAs, courses, etc.)
3. Submit an implementation plan that will provide for the implementation of your proposed solution during the spring 2024 semester. The implementation plan should describe and provide for:
  - a) VCU to begin using the solution no later than June 30, 2024
  - b) Coordination between SAEO staff, the Division of Student Affairs IT team and the vendors onboarding/IT team
  - c) Transition of the current database into the proposed solution
4. Describe the Service Level Agreements that will be provided with the solution. Examples of service levels include system uptime, service request resolution times, incident resolution times and similar.

5. Please provide your Voluntary Product Accessibility Template (VPAT) and Higher Education Community Vendor Assessment Toolkit (HECVAT) forms
- G. Proposed prices as requested below:
1. Implementation costs, if any
  2. Annual license and support cost to provide the SAEO Accommodation Management System and Database solution as described herein and in your proposal
  3. Ability to increase and/or reduce cost for an increase or decrease in users, as may be needed
  4. Costs for any other goods and services you offer that VCU may opt to purchase in the future
- H. References: Provide a list of at least three (3) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number and email address.
- I. State if your firm is a Virginia Department of Small Business and Supplier Diversity (DSBSD) certified Small, Woman, and/or Minority-Owned Business (SWAM). Firms that are not certified SWAM businesses should provide information regarding your plans to utilize Virginia DSBSD certified Small, Woman, and/or Minority-Owned Businesses in the Offeror's performance of the resulting contract, if applicable.

### **III. EVALUATION AND AWARD CRITERIA**

- A. Proposals will be evaluated based upon the overall merits/value of the proposal including, but not limited to, price and the Offeror's status as a Virginia certified SWAM Business or the Offeror's plans to utilize Virginia DSBSD certified SWAM Businesses in the Offeror's performance of the contract. Overall value will be judged based upon the information provided in the Offeror's proposal in response to the applicable submission requirements of this solicitation. Selection shall be made of one or more Offerors deemed to be fully qualified and best suited among those submitting proposals. VCU reserves the right to conduct negotiations with one or more firms. VCU may also award a contract(s) without conducting negotiations. Therefore, Offerors are strongly encouraged to submit a comprehensive proposal fully addressing all applicable submission requirements. Failure to do so may result in the elimination of your proposal from consideration by VCU. VCU shall award the contract(s) to the Offeror(s) whose proposal reflects the best overall value to VCU. VCU may cancel this solicitation 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.
- B.** Exceptions: Offeror must note any requested exceptions to any of the requirements and/or any of the terms and conditions stated in this BVA in Appendix I: 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 BVA cannot be negotiated. See Appendix I for additional information.

### **IV. 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 (VFECA), as amended, the Virginians With Disabilities Act (VDA), the Americans With Disabilities Act (ADA) and § 9 of the *Governing Rules*. 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. (§ 36 of the *Governing Rules*). 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 BVA.
- 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 (with §§ 42-45 of the *Governing Rules* (similar to the Virginia Prompt Payment Act).
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 § 25 of the *Governing Rules* and *Virginia Code 65.2-800 et seq.* 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 *Virginia Code* § 65.2-800 et seq. during the course of the contract shall be in noncompliance with the contract.
  2. Employers Liability - \$100,000.
  3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products, and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
  4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
  5. Cyber Security Liability - \$5,000,000 (applicable only to Information Technology contracts)
- U. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the Contractor maintains a drug-free workplace; and (iv) 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.
- V. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or against faith-based organizations or any other basis prohibited by state law relating to discrimination in employment. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods,

services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

1. As applicable, federal law requires compliance with the following for all federal government contracts:
  - a) 41 CFR § 60-1.4(a) Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin, and use affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
  - b) 41 CFR § 60-300.5(a) and 41 CFR § 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability (41 CFR § 60-741.5(a)) and protected veteran status (41 CFR § 60-300.5(a)), and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

W. eVA 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.

1. The Vendor Transaction Fee is:
  - a) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
  - b) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
2. 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.
3. 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.

X. 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.

Y. 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 Agreement. Accordingly, VCU shall promptly notify Contractor of any claim or action brought against VCU in connection with this Agreement.

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 Virginia *Code* § 2.2-514.

- Z. **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.
- AA. **SOVEREIGN IMMUNITY:** VCU is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth are subject to the requirements established under Virginia law for bringing such claims against VCU or the Commonwealth, including the Virginia Tort Claims Act (*Virginia Code* §§ 8.01-195.1 *et seq.*) and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this contract shall be deemed to be or construed as a waiver of VCU's or the Commonwealth's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth.
- BB. **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 Agreement by written notice to the other Party without penalty. Any funds paid will be reimbursed pro rata based on Services not provided.
- CC. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- DD. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that VCU shall be bound hereunder only to the extent the General Assembly appropriates funds, or other applicable funding sources provide funds, for the purpose of this contract.
- EE. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual 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.
- FF. **REALSOURCE:** This solicitation and resulting contract may 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](https://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.

## **V. 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. **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. Such an offer, if present, shall be factored into the evaluation of Offeror's proposal.
- E. **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.
- F. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to VCU that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
- G. **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.
  - 1. If the Commonwealth elects to exercise the option to renew the contract for an additional one (1)-year period, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the unadjusted Consumer Price Index For All Urban Consumers (the "CPI-U") as published by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- H. **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.

- I. WARRANTY (COMMERCIAL): The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.

- J. ADDITIONAL USERS OF CONTRACT: It is the University's intent to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University-related foundation (Additional Users) may access this Agreement if authorized by Selected Firm.

To that end and if agreeable with the Contractor, upon written request from Additional Users the Contractor may allow access to the contract. Although the University desires to provide access on such contract to Additional Users, the Contractor is not required to provide such access. A Contractor's willingness to provide this access to Additional Users, will not be a consideration in awarding this contract. Although the Additional Users have access to any resulting contract, Additional Users are not bound to use the contract and any use of the contract is strictly optional.

If the Additional Users 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 Additional Users 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 an Additional User 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 Additional User that accessed this contract.

- K. 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.

- L. 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 *Virginia Code* § 2.2-1201.1. Criminal background checks shall comply with the standards set forth in VCU's employment policies found at:

<https://policy.vcu.edu/doctract/documentportal/08DA32A63EDBCEAAB4962445672CE290>

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.

- M. 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.

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

Compliance with the foregoing nonvisual access standards shall not be required if 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.

## **VI. FEDERAL TERMS AND CONDITIONS:**

- A. For any purchase resulting from this BVA 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.
- B. Equal Employment Opportunity (E.O. 11246 as amended by E.O. 11375 and supplemented by 41 CFR part 60).
- C. For construction with Federal funds: the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by 29 CFR part 5.
- D. Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 29 CFR part 3).

- E. Where applicable, the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by 29 CFR part 5.
- F. 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."
- G. 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.
- H. 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).
- I. When applicable, this Order is subject to Debarment and Suspension (E.O.s 12549 and 12689) as provided in 2 CFR part 180.
- J. The BYRD Anti-Lobbying Amendment (31 U. S. C. 1352): awards of \$100,000.00 or more will file the required certification.
- K. **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.**

## VII. METHOD OF PAYMENT:

- A. Virginia Commonwealth University will authorize payment to the contractor as negotiated. VCU has transitioned to a new banking partner, Bank of America. Click the following link for more information. <https://procurement.vcu.edu/for-suppliers/vendor-invoicing-payment/>
- B. Payment Methods: Contractor must indicate the method of payment selected.

☐ Virtual Card (Net 20)

☐ ACH - Paymode-X Premium (Net 20)

☐ ACH - Paymode-X Basic (Net 35. We encourage you to offer an EPD – see below)

☐ Paper Check (Net 30. We encourage you to offer an EPD – see below)

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

- C. Early Payment Discounts (EPD)

VCU encourages the Contractor to consider expedited payment terms for a discount. Multiple EPD terms are available. If applicable, please select an EPD term below.

☐ 2.0% Net 15 / Net 30

☐ 1.5% Net 20 / Net 30

☐ 0.5% Net 25 / Net 30

☐ Other (Note: Minimum Net 15)

**IF SELECTED FOR AWARD ACTION REQUIRED:**

Please note that action is required to enroll in the payment methods above. Please visit <https://procurement.vcu.edu/for-suppliers/vendor-invoicing--payment/> and follow instructions regarding enrolling.

## **Attachment A**

### **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.

## APPENDIX I EXCEPTIONS

Any and all exceptions to the terms, conditions, or specifications of this BVA must be clearly stated, section by section, in the space provided below. Exceptions should be numbered to coincide with the BVA numbering and be provided in the sequence in which the item appears in the BVA. 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 BVA. 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 I. If during negotiations the Offeror raises issues that were not included in the Offeror's Appendix I submittal, then VCU may in its sole discretion terminate the negotiations.

UNIVERSITY PROPOSAL SECTION NUMBER	STATED EXCEPTION
IV. Anti-Discrimination 1. a)	The last sentence will read "The Contractor agrees to make available to employees and applicants for employment through any communication mean, notices setting forth the provisions of this nondiscrimination clause."
IV. T. Insurance 5.	AIM's Cyber Security Liability insurance is \$3,000,000.
IV. W. Eva Registration and Fees - All	Add: 4. Contractor may include the eVA fees into an invoice as a separate line item.
IV. DD. Availability of Funds	Add: Failure of VCU to pay invoices on-time may result in interruption of service by the provider.
V. G. Renewal of Contract	Add Insert: 2. Price is set for the student numbers served in the contractor's program, and increases or decreases in that student number can affect the price of the service and is not considered a price increase related to this section.  Modify 1 to read: "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 at the stated student level shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the unadjusted Consumer Price Index For All Urban Consumers (the "CPI-U") as published by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, unless an increase is otherwise agreed upon by both parties after discussions."
V. O. Nonvisual Access to Technology	Add & Insert: "5. the Software-as-a-Service (SaaS) is accessible to non-visual users and the providing contractor is not required to provide any additional equipment or items to utilize the SaaS program.

Attachment A 3.	<p>Strike from Attachment A 3b. “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.”</p> <p>Add within Attachment A 3b. “This section does not apply to existing intellectual property owned by the vendor, including any improvements or changes made to it, that the University is licensing under this Addendum.”</p>
Attachment A 10. a.	<p>Strike from Attachment A 10a: “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.”</p> <p>Add into Attachment A 10a: “Contractor shall provide University Data in a machine-readable format, and if modifications to the format are requested by the University, the contract may charge an hourly rate of \$100 per hour, not to exceed 10 hours for any feasible request.”</p> <p>Add into Attachment A 10a: “ Final destruction of University Data must occur within 35 days of termination of the contract.”</p>
Attachment A. 11. b.	<p>Strike from Attachment A 11b: “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;”</p>
Attachment A. 12. e.	<p>Strike from Attachment A 11e: “ 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.”</p> <p>Add into Attachment A 11e: “the Software-as-a-Service (SaaS) is accessible to non-visual users and the providing contractor is not required to provide any additional equipment or items to utilize the SaaS program.”</p>



# ACCESSIBLE INFORMATION MANAGEMENT

## AIM's proposed solution for VCU's Best Value Acquisition request.

BVA information

Office: SAEO

Active Students: 3000 total, 1700 active students in a Term.

Proposed Solution: AIM's Disability Services Management Suite (DSMS) web based application (program).

VCU required services (*italicized text is VCU requirement*, standard text is AIM's answer to that requirement):

- *The disability-disclosure process*
  - DSMS has a web-based student interface for students to apply for accommodations.
- *Reasonable accommodation process (academic, housing, dining)*
  - DSMS's main function is academic accommodation management.
  - DSMS has a housing module that is available to manage housing and dining accommodations.
- *Distribution of accommodation letters*
  - DSMS allows for the e-mailing of accommodation letters.
  - With the Faculty module for DSMS, letters can be sent directly to instructors and allow for positive receipt of the letters by instructors.
- *Management of the Testing Access Center (where between 4,000 and 5,000 accommodated exams are proctored for faculty each year)*
  - DSMS has an Alternative Testing module that allows for the management of testing accommodations.
- *Oversight of assistive technology and adaptive devices/furniture*
  - DSMS includes an Equipment module with the base program that allows the management of equipment loans or other like needs.
- *Arrangement of interpreters*
  - DSMS has a Communication module that allows the assigning of interpreters.
- *Tracking alternative format materials*
  - DSMS has an Alternative Formats module that allows for the management of class materials needed in alternate formats.
- *High-level reporting and assessment tools to help track usage, student information, and KPIs*
  - DSMS has many built-in reporting features, and has a deep custom reporting function that allows schools to tailor the reports to what they need.

*For SAEO to provide the highest quality experience for all users, the accommodation management system and database must be user friendly, highly dynamic and customizable, and, above all else, accessible. AIM's DSMS solution is foremost accessible. We test the program with users who use*



# ACCESSIBLE INFORMATION MANAGEMENT

Screen Readers or other assistive technology full-time to navigate the program. These users report any issues found, and test any corrections made by AIM before release.

## A. Overview

1. *State the Offeror's legal entity name and headquarters address.*
  - a) Accessible Information Management LLC, 560 NE F St. STE A #413, Grants Pass, OR, 97526
2. *Provide Offeror's W9 or at minimum tax identification number (TIN)*
  - a) AIM's W-9 is attached to the submission.
3. *Provide the name, title, address, telephone number, and email of the individual who will act as the Offeror's designated representative for purposes of this RFP.*
  - a) Zane Gibson, CFO, 503-388-9919 Ext. 9, Zane.Gibson@dsaim.com

## B. A written narrative statement to include:

1. *Experience in providing the goods/services described herein.*
  - a) See narrative below in 2.
2. *Names, qualifications, and experience of personnel to be assigned to the project.*
  - a) AIM has provided its Disability Services Management Suite (DSMS) for over 15 years and has continually improved the program over the years. AIM is rolling out the newest version of DSMS, version 5, starting in January 2024. The development team is led by the CIO, Haris Gunadi, who is the initial programmer for DSMS and has continued to lead AIM in the development of DSMS improvements. The Implementation team is led by Robert Armas, CEO of AIM, and has worked with implementing all of AIM's customers, over 500 academic institutions, since AIM's inception. Both Rob and Haris will be directly involved and oversee the implementation of DSMS for VCU if our solution is approved.

## C. Specific method for providing the proposed goods/services as stated in the Description of Services including:

1. *Describe your solution's ability to allow for a dynamic work flow that includes the following steps and functions:*
  - a) *Student disclosure of disability and intake form submittal*
    - (1) AIM's DSMS has an online student application site that the school can set up a link for within their websites. The application has basic information required fields, and then additional information fields that are customizable by the school. There is a place for students to upload documents.



# ACCESSIBLE INFORMATION MANAGEMENT

*b) Documentation submission*

- (1) DSMS allows for the submission of documents from Students, and office staff can also attach documents to student case files.

*c) Notification to staff of new submission*

- (1) Within DSMS, new student applications are visible on a staff member's landing page as a customizable view. There is no direct notification to staff, however some schools have the main e-mail set up as a carbon-copy (cc) recipient on submission confirmation e-mails to the applying student.

*d) Ability to approve accommodations*

- (1) Eligibility for accommodations are approved within AIM's DSMS by the office staff. Some automatic rules can be configured to automatically approve chosen eligibilities, and any approved eligibility will allow the students to request specific accommodations for their various courses.

*e) Ability to make internal referrals for other services*

- (1) Depending on the customized options chosen by the school, staff or others can make requests for other services on behalf of the student. Examples include needed Housing accommodations, Alternative Testing accommodations or requests for a notetaker or interpreter.

*f) Creation of Accommodation letter*

- (1) DSMS allows for the creation of accommodation letters that are customizable by the school.

*g) Ability for students to request and send accommodation letters to faculty*

- (1) DSMS is based on a self-advocacy model, and students are able to request specific accommodations for each specific class. Based on these requests, Staff can approve the requests, or some may be customized for automatic approval, which then allows for an accommodation letter to be sent to the instructor of the class.

*h) Case notes for all interactions*

- (1) For each active student within DSMS, case notes are able to be created, with the ability to upload documents for the case file.

2. Describe your solution's additional workflows, which should include but not be limited to the following processes:



# ACCESSIBLE INFORMATION MANAGEMENT

- a) *Scheduling and coordinating testing between students, staff, and faculty*
  - (1) DSMS has an Alternative Testing module that allows for the staff to set-up testing times, students to request the exams, and faculty to upload tests or information for the exam. This module can be set-up to be administered by a school testing department that would allow testing staff to manage the alternative tests but not allow access to student case files.
- b) *Annual and ongoing reporting functions*
  - (1) DSMS has an extensive reporting function that allows offices to generate almost any report that they need. There are some common reports built into DSMS, and within each module is the ability to filter for desired fields and generate a report that can be exported to excel.
- c) *Creating and sending emails*
  - (1) AIM's DSMS is able to connect to Outlook or Gmail and send e-mails on behalf of the office. Office staff are able to create e-mails, and e-mail templates, to sent to students for various confirmations or needed actions that need communications within DSMS.
- d) *Tracking student information (GPAs, courses, etc.)*
  - (1) AIM has a number of automated feeds that can be set-up to bring in information from the school's SIS into AIM's DSMS database for the school. This is usually done through a nightly automated file transfer to a SFTP site. The school can choose any of the following data feeds to set-up for a one-time fee: Student Information, Student Courses, Class List, Student GPA, Bookstore List, Notetaker Courses, and Notetaker Recruitment.
- e) *Other AIM services*
  - (1) AIM's DSMS also has an optional notetaking module that facilitates the management and use of notetakers in classes
  - (2) DSMS has an optional Appointments module that provides a way for students to request meetings with staff, allow staff to manage appointment opening times, and integrate with Outlook or Google Calendar.
  - (3) DSMS has an optional Housing module that manages housing and dining accommodations, and can be set to allow access by specific personnel to only interact with the housing module.



# ACCESSIBLE INFORMATION MANAGEMENT

- (4) A Booklist Utility is available to have DSMS connect to the bookstore utility to get text information from the campus bookstore.
  3. *Submit an implementation plan that will provide for the implementation of your proposed solution during the spring 2024 semester. The implementation plan should describe and provide for:*
    - a) *VCU to begin using the solution no later than June 30, 2024*
      - (1) The provided implementation plan has its timing set to accomplish the desired deadline.
    - b) *Coordination between SAEO staff, the Division of Student Affairs IT team and the vendors onboarding/IT team*
      - (1) The provided implementation plan gives estimates on the time needed by VCU resources to implement the various parts of the DSMS program. These are only estimates, and depend on VCU being able to dedicate the needed resources to complete the tasks that only VCU can do. AIM moves as fast as the customer wants or is able to move. AIM has implemented DSMS in as little as 6 weeks, but usually it takes 4-6 months depending on a customer's ability to dedicate the needed resources.
    - c) *Transition of the current database into the proposed solution*
      - (1) This is a line item in the implementation plan.
  4. *Describe the Service Level Agreements that will be provided with the solution. Examples of service levels include system uptime, service request resolution times, incident resolution times and similar.*
    - a) AIM's standard Service Level Agreement (SLA) has a guaranteed 99% uptime. AIM's actual uptime for the last 2 years has been 99.9% or greater. The SLA describes AIM's response to incidents defined within the SLA, like a five hour response time to catastrophic incidents. A copy of the standard SLA is attached to this submission.
  5. *Please provide your Voluntary Product Accessibility Template (VPAT) and Higher Education Community Vendor Assessment Toolkit (HECVAT) forms*
    - a) A copy of AIM's VPAT is attached to this submission. For access to AIM's HECVAT, please provide the e-mail address of each person needing to review the HECVAT to AIM's CFO at [Zane.Gibson@dsaim.com](mailto:Zane.Gibson@dsaim.com). This is done to maintain control of the HECVAT to minimize security risks for AIM operations and data.
- D. *Proposed prices as requested below:*
  1. *Implementation costs, if any*





## ACCESSIBLE INFORMATION MANAGEMENT

- a. One-Time set up costs are listed within the provided Quote that are associated with initial implementation.
  2. *Annual license and support cost to provide the SAEO Accommodation Management System and Database solution as described herein and in your proposal*
    - a. This provided quote covers all items discussed in this proposal and has other options listed that can be added by VCU now or at a later time.
  3. *Ability to increase and/or reduce cost for an increase or decrease in users, as may be needed*
    - a. AIM's pricing is based on the active students in the system. Archived students do not count toward that total. The quote is based on the 3000 active student number provided in this BVP.
  4. *Costs for any other goods and services you offer that VCU may opt to purchase in the future*
    - a. Please see the attached Quote for service for detailed pricing information. The bottom of the quote has other available options that VCU can add in the future.
- E. *References: Provide a list of at least three (3) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number and email address.*
  1. Please see the attached References document for this BVP.
- F. *State if your firm is a Virginia Department of Small Business and Supplier Diversity (DSBSD) certified Small, Woman, and/or Minority-Owned Business (SWAM). Firms that are not certified SWAM businesses should provide information regarding your plans to utilize Virginia DSBSD certified Small, Woman, and/or Minority-Owned Businesses in the Offeror's performance of the resulting contract, if applicable.*
  1. Accessible Information Management LLC (AIM) is not DSBSD certified or SWAM certified. Other than contracting with Microsoft Azure Cloud Services for the database hosting services, AIM does not use third-party companies to provide the DSMS to its customers, and so utilizing DSBSD or SWAM for other services is not applicable.



**ACCESSIBLE INFORMATION MANAGEMENT™**  
for higher education and beyond

# QUOTE

Date: November 29, 2023

Expiration Date: 12/01/2023

Accessible Information Mgmt. LLC  
560 NE F ST STE A # 413  
Grant Pass, OR 97526  
509-388-9919  
sales@AccessibleLearning.com

TO Virgina Commonwealth University  
Dana Parent  
dmparent@vcu.edu

Zane Gibson						

1 Year	2023-2024	Yearly Cost* (2901-3000 Students)	\$15,467.50		\$15,467.50
1-time costs	2023-2024	Set-up	\$1,600.00		\$1,600.00
		Data Import	\$1,150.00		\$1,150.00
		Single Sign-on	\$2,000.00		\$2,000.00
		Class List Synch Automated Data Feed	\$1,000.00		\$1,000.00
		Student Enrollment Synch Data Feed Set-up	\$1,000.00		\$1,000.00
		GPA Synch Data Feed Set-up	\$1,000.00		\$1,000.00
1 per invoice	2023-2024	eVA charge cover and processing at 1.1%	\$255.40		\$255.40
			<b>TOTAL DISCOUNT</b>	\$0.00	<b>\$ 0.00</b>
				<b>SUBTOTAL OF SERVICE SALES TAX TOTAL</b>	\$23,472.90
					\$23,472.90

Quotation prepared by: **Zane Gibson**

To accept this quotation, sign here

DocuSigned by:

*John McHugh*

and return: **Robert Armas** 560 NE F St. STE A #413, Grants Pass, OR 97526 or Email to

[Zane.Gibson@dsaim.com](mailto:Zane.Gibson@dsaim.com)

Thank you for your business!

Detail Costs:

Yearly Cost	User Database	\$ 11,500.00
	Registration	\$ 1,322.50
	Alternative Testing	\$ 0.00
	Alternative Formats	\$ 1,322.50
	Communication (DHOH Services)	\$ 0.00
	Appointment System	\$ 0.00
	Tracking Misc Services	\$ 0.00
	Faculty Portal	\$ 1,322.50
	Storage (175MB)	Included
	Connections (Unlimited)	Included
	Software Upgrade Assurance	Included
	Email Support (24 Hours Response Time - Unlimited)	Included
	<b>Total Yearly Cost</b>	<b>\$ 15,467.50</b>

Not Included in this Quote total but available for VCU to add:

Yearly Cost	Note Taking Services	\$ 1,322.50
	Upload Booklist Utility	\$ 1,322.50
	Housing Module	\$ 1,322.50
	Multi-campus Module	\$ 1,322.50

One Time Costs	Student Demographic Synch Data Feed Set-up	\$ 1000.00
	Bookstore Synch Data Feed Set-up	\$ 1000.00