RADFORD UNIVERSITY

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: RU17013

This contract entered into this 1st day of May, 2017, by Stryder Corp. dba Handshake, located at 660 4th Street #113, San Francisco, CA 94107, hereinafter called the "Contractor" and Commonwealth of Virginia, **Radford University**, called the "Purchasing Agency, located at 801 East Main Street, Radford, VA. 24142."

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

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

III. **TERM OF CONTRACT:** From May 1, 2017 through June 28, 2019 with eight (8) one-year renewal options or as negotiated, to include all contractual provisions contained herein.

IV. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**

A. This signed form (Radford University Commonwealth of Virginia's Standard Contract inclusive of Commonwealth of Virginia General Terms and Conditions-Radford University and Special Terms and Conditions).

B. Radford University's Request for Proposal (RFP) R17-016 dated December 8, 2016 and Addendum 1 dated December 22, 2016 (Attachment A);

C. Contractor's Proposal signed and dated December 31, 2016 (Attachment B);

D. Contractor's supplemental contract correspondence (Attachment C); (e.g., clarification and negotiation points) dated as follows:

1. March 10, 2017 Negotiation Points, signed by Handshake on March 27, 2017.
2. Exhibit A, Implementation Services Description
3. Implementation Guide
4. Handshake Deployment Timeline

E. Handshake's Terms of Service for Students of University (Attachment D)

F. Handshake's Privacy Statement for Students of University (Attachment E)

G. This Standard Contract identifies terms as negotiated and as agreed by both parties. In the event of any conflict between the terms and conditions of any of the above documents, the order of precedence to resolve such conflict shall be the same as the document order set forth above.

V. **FINANCIAL CONSIDERATIONS:**

A. CONTRACTOR POINT OF CONTACT: Kira Abe kira@joinhandshake.com.

B. RADFORD UNIVERSITY PRICING: Handshake agrees to lock in pricing for first two years of contract at $9,500.00 per year. This fee is inclusive of implementation and integration fees. Thereafter, Handshake agrees the annual subscription fee shall, in no case, exceed CPI-W over the previous year's subscription fee. There is no additional cost if Radford University decides to utilize the appointment tool functionality at a later date.

C. VASCUPP: Handshake will extend the negotiated terms and conditions, with the exception of pricing, of this Standard Contract to the additional VASCUPP higher education schools. Handshake will negotiate pricing separately, with each institution, based on their specific requirements as Handshake is unable to provide a uniform pricing model.

VI. **CONTRACT ADMINISTRATION:** Radford University's Contract Administrator is the **Executive Director of Career Services.** This position is charged with ensuring terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule and reporting noncompliance issues to the Procurement and Contracts Department at Radford University. Contract Administrators do not have the authority to authorize changes and/or modifications to the contracts. If such changes are required, the Contract Officer in the Procurement and Contracts Department must be notified immediately.

Each entity electing to use this cooperative contract is responsible for executing their own purchase orders, following up with the Contractor regarding order discrepancies, as well as day-to-day problem solving. Radford University will not be responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

VII. **PURCHASE ORDERS:** Handshake is currently state registered in eVA and have agreed to self-register in eVA. This shall occur no later than June 1, 2017.

VIII. **INVOICING AND PAYMENT:** The Contractor shall submit a fully itemized invoice referencing the entity's purchase order number, material description and price. Payment will be made forty-five days after receipt of correct invoice(s) for the amount of payment due, or forty-five days after receipt of goods and/or services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Payment Act. For Radford University, mail or email invoices to:

RADFORD UNIVERISTY
ATTN: ACCOUNTS PAYABLE
POST OFFICE BOX 6906
RADFORD, VA 24142-6909
EMAIL: acctspayable@radford.edu (preferred method)

Other entities may have different methodologies regarding invoicing/payment. Each entity is responsible for negotiating their own invoicing/payment options/terms.

IX. **NEGOTIATED GENERAL TERMS AND CONDITIONS:**

A. The following hereby replaces the Assignment of Contract language in Request for Proposal RFP R17-01, Attachment B, General Terms and Conditions, Section E:

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by either party in whole or in part without the written consent of the other party.

B. The following hereby replaces the Default language in Request for Proposal RFP R17-01, Attachment B, General Terms and Conditions, Section K:

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 terminate the contract 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.

C. The following hereby replaces the Insurance language in Request for Proposal RFP R17-01, Attachment B, General Terms and Conditions, Section P:

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage 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. The bidder or 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 COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer.
- Employer's Liability - $100,000.
- Commercial General Liability - $1,000,000 per occurrence and $2,000,000 in the aggregate. 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 name as an additional insured and so endorsed on the policy.

X. **NEGOTIATED SPECIAL TERMS AND CONDITIONS:**

A. The following hereby replaces the Certification Testing Period language in Request for Proposal RFP R17-01, Attachment C, IT Special Terms and Conditions, Section C:

CERTIFICATION TESTING PERIOD:

1. **Systems:** The system specified in the contract shall be considered ready for testing upon the contractor granting the Purchasing Agency access to the services. The fifteen (15) day testing period (may be shortened by the procuring agency) shall commence on the next calendar day following the grant of access. Upon request, the procuring agency will provide written confirmation of its acceptance following successful completion of the certification period. Such acceptance shall not be conclusive of complete conformance in all respects to the contract specifications and other requirements, or the

nonexistence of potential latent defects.

B. The following hereby replaces the Confidentiality language in Request for Proposal RFP R17-01, Attachment C, IT Special Terms and Conditions, Section D, Item 2:

CONFIDENTIALITY:

2. (Contractor): The contractor assures that information and data obtained as to personal facts and circumstances related to clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the agency, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project will be required to sign a Confidentiality statement that is the same or as restrictive as the one in this solicitation.

C. The following hereby replaces the Excessive Downtime language in Request for Proposal RFP R17-01, Attachment C, IT Special Terms and Conditions, Section G:

EXCESSIVE DOWNTIME: Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 4 hours in one month, the contractor agrees to pro-rate maintenance charges to account for each full day of in-operability. The period of in-operability shall commence upon initial notification.

D. The following hereby replaces the Limitation of Use language in Request for Proposal RFP R17-01, Attachment C, IT Special Terms and Conditions, Section I:

LIMITATION OF USE: The Commonwealth's right to use computer software developed entirely at private expense may be limited by the contractor as stipulated in this contract. Notwithstanding any provision to the contrary however, the Commonwealth shall have at a minimum: unlimited use of the software on the equipment for which it is purchased; use of the software on a secondary system for backup purposes should the primary system become unavailable, malfunction, or is otherwise rendered inoperable; use of the software at another Commonwealth site should the system be entirely transferred to that location; the right to modify or combine the software with other programs or materials at the Commonwealth's risk; and the right to reproduce any and all documentation provided such reproduction is for the sole use of the Commonwealth for purposes related solely to this contract and any renewals. These rights are for the term of this contract.

E. The Ownership of Intellectual Property language in Request for Proposal RFP R17-01, Attachment C, IT Special Terms and Conditions, Section K is hereby deleted in its entirety.

F. The Source Code language in Request for Proposal RFP R17-01, Attachment C, IT Special Terms and Conditions, Section V is hereby deleted in its entirety.

G. The following hereby replaces the Term of Software License in Request for Proposal RFP R17-01, Attachment C, IT Special Terms and Conditions, Section W:

TERM OF SOFTWARE LICENSE: Contractor is and shall remain the sole owner of the services for the term of this contract. Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free, personal, worldwide license to use the services during the term for its own benefit and the benefit of its users. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. In the event the University terminates the license at any

time, with the exception of a termination for breach, the University shall be responsible for payment of the current term or the then current renewal term of the contract.

H. The following hereby replaces the Audit language in Request for Proposal RFP R17-01, Attachment C, IT Special Terms and Conditions, Section 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 materials, solely related to the services performed under this contract, two times per fiscal year upon reasonable written notice to contractor.

I. The following hereby replaces the Cancellation of Contract language in Request for Proposal RFP R17-01, Attachment C, IT Special Terms and Conditions, Section EE:

CANCELLATION OF CONTRACT: Radford University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days' written notice to the contractor. In the event the initial contract period is more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days' written notice to the other party. Any contract cancellation notice shall not relieve the contract of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation. In the event Radford University terminates this contract for convenience, Radford University shall be responsible for the total payment of the remaining term of the contract or for the current renewal term.

J. The following language is hereby added in the Confidentiality of Personally Identifiable Information in Request for Proposal RFP R17-01, Attachment C, IT Special Terms and Conditions, Section GG:

Data obtained from the University (including data governed by the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) shall constitute confidential information under this contract unless and/or until the individual user of whom the data belongs to claims their account by consenting to the contractor Terms of Service (such an account, a "**Claimed Account**"), at which point the obligation of confidentiality with respect to that fact pursuant to this contract shall expire and be replaced by the obligations of the applicable terms of use agreed to in claiming the Claimed Account.

K. The Special Discounts language in Request for Proposal RFP R17-01, Attachment C, IT Special Terms and Conditions, Section SS is hereby deleted in its entirety.

L. **Limitation of Liability is hereby added to the Negotiated Special Terms and Conditions as Section UU:**

LIMITATION OF LIABILITY: EXCEPT FOR INDEMNIFICATION OBLIGATIONS AND LIABILITIES UNDER SECTION MM (INDEMNIFICATION), OR BREACHES OF CONFIDENTIALITY OBLIGATIONS (COLLECTIVELY, THE "**EXCLUDED ITEMS**"), TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, INCLUDING THOSE ARISING AS A DIRECT OR INDIRECT RESULT OF THE ACTIONS OF A PARTY OR ONE OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, PARTNERS, OR CONSULTANTS WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE EXCLUDED ITEMS, EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ANY DAMAGES CLAIM REGARDING THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF (i) THE AGGREGATE AMOUNT PAID BY THE UNIVERSITY TO CONTRACTOR HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM OR (ii) $500,000. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THEIR ABSENCE THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

XI. **COMMONWEALTH OF VIRGINIA GENERAL TERMS AND CONDITIONS:**

A. **ANTI-DISCRIMINATION**: By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 9 & 10 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. (Governing Rules, §35).

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. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating 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 provision of 1. Above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. **ANTITRUST**: By entering into a contract, the contractor conveys, sells, assigns, and transfers to Radford University and the Commonwealth of Virginia all rights, title and interest in and to all causes of 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.

C. **ANNOUNCEMENT OF AWARD**: Upon award or the announcement of the decision to award a contract over $50,000 as a result of this solicitation, the Radford University will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) and the Procurement and Contracts Public Posting Board for a minimum of ten (10) days.

D. **APPLICABLE LAWS 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 agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Governing Rules, §56). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

E. **ASSIGNMENT OF CONTRACT**: **SEE NEGOTIATED GENERAL TERMS AND CONDITIONS**

~~A contract shall not be assignable by the contractor in whole or in part without the written consent of Radford University, an agency of the Commonwealth.~~

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

G. **BID PRICE CURRENCY**: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer in U.S. dollars.

H. **CHANGES TO THE CONTRACT**: Changes can be made to the contract in any of the following ways:

1. The parties may agree to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify Radford University of the adjustment to be sought, and before proceeding to comply with the notice, shall await the University's decision affirming, modifying, or revoking the prior written notice. If Radford University decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement between the parties in writing; or

   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

   c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed in 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 clause provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor 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.

I. **CLARIFICATION OF TERMS**: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation by the designated time indicated. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **DEBARMENT STATUS**: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or 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.

K. **DEFAULT**: **SEE NEGOTIATED GENERAL TERMS AND CONDITIONS**
~~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.~~

L. **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 manufacturer, sale, distribution, dispensation, possession, or use of controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions: (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, possession or use of any controlled substance or marijuana during the performance of the contract.

M. **ETHICS IN PUBLIC CONTRACTING**: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/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.

N. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS**: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
(i) DSBSD-certified Small Businesses: 1%, capped at $500 per order.
(ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at $1,500 per order.

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes. **(*Updated by DP&S July 1, 2014).**

You are required to register through the eVA website at (www.eva.virginia.gov). Click on the "Vendor" tab and follow the registration instructions. If you need assistance, or on line directions, please contact Radford University at (540) 831-5429.

O. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (bidders/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.

P. INSURANCE: SEE NEGOTIATED GENERAL TERMS AND CONDITIONS

~~By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage 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. The bidder or 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 COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**~~

- ~~Workers' 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 number of employees that change their workers' compensation requirements under the Governing Rules during the course of the contract shall be in noncompliance with the contract.~~

- ~~Employer's Liability – $ 100,000.~~

- ~~Commercial General Liability – $1,000,000 per occurrence and $2,000,000 in the aggregate. 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 name as an additional insured and so endorsed on the policy.~~

- ~~Automobile Liability – $1,000,000 combined single limit (Required if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)~~

~~**Professional Service Limits**~~

~~Accounting $1,000,000 per occurrence, $3,000,000 aggregate~~
~~Architecture $2,000,000 per occurrence, $6,000,000 aggregate~~
~~Asbestos, Design, Inspection or Abatement Contractors~~
~~$1,000,000 per occurrence, $3,000,000 aggregate~~

~~Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals or Health Maintenance Organizations) $1,725,000 per occurrence, $3,000,000 aggregate NOTE: Limits increase each July 1 through fiscal year 2031, as follows:~~
~~July 1, 2013 $2,100,000~~
~~July 1, 2014 $2,150,000. This complies with §8.01-581.15 of the Code of Virginia.~~
~~July 1, 2015 $ 2,200,000. This complies with §8.01-581.15 of the Code of Virginia.~~
~~Insurance Risk Management $1,000,000 per occurrence, $3,000,000 aggregate~~
~~Professional Service Limits~~
~~Landscape/Architecture $1,000,000 per occurrence, $1,000,000 aggregate~~
~~Legal $1,000,000 per occurrence, $5,000,000 aggregate~~
~~Professional Engineer $2,000,000 per occurrence, $6,000,000 aggregate~~
~~Surveying $1,000,000 per occurrence, $1,000,000 aggregate~~

~~*When Used: FOR CONSTRUCTION SERVICE CONTRACTS AND GOODS CONTRACTS WHEN INSTALLATION IS REQUIRED. Required in all solicitations where a contractor will perform work or services in or on state facilities. The limits are minimums and may be increased. When soliciting one of the Professions/Services listed above the specific profession/service referenced in the bid/offer shall apply. When not soliciting any of the professions/services in the bid/offer they will not apply to the solicitation.~~

Q. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:

1. (For Invitation for Bids): Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection for the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

2. (For Request for Proposals): 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.

R. 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, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. 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 form 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.

S. PAYMENT:

1. Prime Contractor:

   a. Invoices for items ordered, delivered and accepted shall be submitted directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number. Radford University's payment address is as follows:

      RADFORD UNIVERSITY
      ATTN: ACCOUNTS PAYABLE
      PO BOX 6906
      RADFORD, VA. 24142
      Email: acctspayable@radford.edu

   b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

   c. All goods and 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 should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Governing Rule §53.)

2. To Subcontractors:

   a. 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 record 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.

c. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise prohibited under the terms of the contract) on all amounts owed by contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's Obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

d. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only substantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be accessed in lieu of withholding such payment.

T. **PRECEDENCE OF TERMS**: The following General Terms and Conditions COMMONWEALTH OF VIRGINIA PURCHASING MANUAL for INSTITUTIONS OF HIGHER EDUCATION and THEIR VENDORS. APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT 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.

U. **PURCHASING MANUAL**: This solicitation is subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendor's 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 University Procurement and Contracts Office and may also be viewed at https://vascupp.org.

V. **QUALIFICATIONS OF (BIDDERS/OFFERORS)**: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/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 (bidder/offeror) physical facilities prior to award to satisfy questions regarding the (bidder/offeror) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the services and/or furnish the goods contemplated therein.

W. **TAXES**: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption 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 number is 54-73-0076K.

XII. **SPECIAL TERMS AND CONDITIONS:**

A. **TITLE:** Clear and unrestricted title for any item of equipment purchased under this purchase order shall pass to the Commonwealth of Virginia whenever acceptance is provided by the state in accordance with date of acceptance.

B. **DATE OF ACCEPTANCE:** The date of acceptance for all equipment, software, or services shall be the first day after completion of successful installation or testing, or the final acceptance of any services provided unless stated otherwise within the solicitation, the state shall be given fifteen (15) days to test the equipment, software or service provided under this purchase order.

C. **CERTIFICATION TESTING PERIOD: SEE NEGOTIATED SPECIAL TERMS AND CONDITIONS**

1. ~~**Systems:** The system specified in the contract shall be considered ready for testing upon receipt of documentation from the contractor that a successful system audit or diagnostic test was performed at the site demonstrating that the system meets the minimum design/performance capabilities stipulated in the purchase agreement. The fifteen (15) day testing period (may be shortened by the procuring agency) shall commence on the next calendar day following receipt of this documentation. Upon request, the procuring agency will provide written confirmation of its acceptance following successful completion of the certification period. Such acceptance shall not be conclusive of complete conformance in all respects to the contract specifications and other requirements, or the nonexistence of potential latent defects.~~

D. **CONFIDENTIALITY:**

1. (Commonwealth): The Commonwealth agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the contractor's responsibility to fully comply with § 2.2-4342 of the *Code of Virginia*. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the Commonwealth.
   SEE NEGOTIATED SPECIAL TERMS AND CONDITIONS
2. ~~(Contractor): The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the agency, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project will be required to sign the Confidentiality statement in this solicitation.~~

E. **DEFINITION:**

1. Equipment: As used herein, the terms equipment, product, or system shall include hardware and software (when applicable) and any materials or supporting documentation. Such documentation may include but is not limited to: users' guides, operations manuals with part lists, copies of all applicable warranties, and any other pertinent information necessary for the proper operation and maintenance of the equipment being acquired.

2. Software: As used herein, the terms software, product, or software products shall include all related materials and documentation whether in machine readable or printed form.

F. **DEMONSTRATIONS:** By submitting a bid, the bidder certifies that the specified equipment is in productive use and capable of demonstration in the proposed configuration. The Commonwealth reserves the right to require bidders to demonstrate the functionality of proposed equipment to its satisfaction prior to making an award decision. Such demonstration is intended to show that a vendor's products will perform

in a completely satisfactory manner and that they will meet or exceed the performance specifications contained in the solicitation. Failure by a vendor to promptly comply with a request for demonstration could result in their bid being rejected. Failure to reject shall not relieve the vendor of its obligation to fully comply with all requirements of the contract.

G. EXCESSIVE DOWNTIME: SEE NEGOTIATED SPECIAL TERMS AND CONDITIONS

~~Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 4 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of in-operability. The period of in-operability shall commence upon initial notification.~~

H. LATEST SOFTWARE VERSION: Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.

I. LIMITATION OF USE: SEE NEGOTIATED SPECIAL TERMS AND CONDITIONS

~~The Commonwealth's right to use computer software developed entirely at private expense may be limited by the contractor as stipulated in this contract. Notwithstanding any provision to the contrary however, the Commonwealth shall have at a minimum: unlimited use of the software on the equipment for which it is purchased; use of the software on a secondary system for backup purposes should the primary system become unavailable, malfunction, or is otherwise rendered inoperable; use of the software at another Commonwealth site should the system be entirely transferred to that location; the right to make a backup copy for safekeeping; the right to modify or combine the software with other programs or materials at the Commonwealth's risk; and the right to reproduce any and all documentation provided such reproduction is for the sole use of the Commonwealth. These rights are perpetual and irrevocable; in the event of any actual or alleged breach by the Commonwealth, the contractor's sole remedy shall be to pursue a monetary claim in accordance with § 2.2-4363 of the *Code of Virginia*.~~

J. NEW PRODUCTS: Unless otherwise requested in the solicitation, all equipment furnished under the contract shall be new, unused equipment. All software provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.

K. OWNERSHIP OF INTELLECTUAL PROPERTY: SEE NEGOTIATED SPECIAL TERMS AND CONDITIONS

~~All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.~~

L. PARKING POLICY: All contractors' vehicles parked on the Radford University campus must be registered with the Radford University Parking Services Department and display a valid contractor's parking pass. A pass may be obtained by filling out an application for a Radford University Contractor's Parking Pass and submitting it to the Radford University Parking Services Department. Contractors should be aware that vehicles parked on the Radford University campus without a parking pass or permit are subject to ticketing and fines. Operating vehicles on sidewalks, plazas, and areas heavily occupied by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on Radford University sidewalks, plazas and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to http://parking.asp.radford.edu/. Radford University Parking Services may also be contacted by calling (540) 831-6361. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

M. PCI COMPLIANCE: Contractor represents and warrants that for the life of the contract and/or while Contractor has possession of University customer cardholder data, the software and services used for

processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (https://www.pcisecuritystandards.org/index.shtml). In the case of a third-party payment application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Contractor acknowledges and agrees that it is responsible for the security of all University customer cardholder data in its possession. Contractor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Contractor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. At a minimum, the following documentation shall be provided upon request:

Payment Card Industry (PCI) Data Security Standard Attestation of Compliance for Onsite Assessments (Merchants and/or Service Providers version, as applicable)

Approved Scanning Vendor (ASV) Scan Report Attestation of Scan Compliance

Contractor agrees that, notwithstanding anything to the contrary in the Agreement or the Addendum, the University may terminate the Agreement immediately without penalty upon notice to the Contractor in the event Contractor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

N. PRODUCT SUBSTITUTION: During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product and/ or software identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee.

O. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or until the solicitation is canceled.

P. QUALIFIED REPAIR PESONNEL: All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification prior to award and at any time during the term of the contract.

Q. RENEWAL OF MAINTENANCE: Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for ongoing one-year period(s), under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by more than the percentage increase or decrease in the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.

R. SERVICE PERIOD (EXTENDED): Due to the criticality of the applications for which the equipment and/or software is purchased, the contractor shall provide 24 hours a day, 7 days a week, maintenance support. All necessary repairs or corrections shall be completed within 48 hours of the initial notification.

S. SERVICE REPORTS: Upon completion of any maintenance call, the contractor shall provide the agency with a signed service report that includes, at a minimum: a general statement as to the problem, action taken,

any materials or parts furnished or used, and the number of hours required to complete the repairs.

T. SOFTWARE UPGRADES: The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.

U. SOFTWARE DISPOSITION: Unless otherwise instructed by the contractor, the Commonwealth shall render unusable all copies of software acquired under the contract within thirty days of termination of its license, except that the Commonwealth does reserve the right to retain one copy of the software for archival purposes when appropriate.

V. SOURCE CODE: SEE NEGOTIATED SPECIAL TERMS AND CONDITIONS

~~In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.~~

W. TERM OF SOFTWARE LICENSE: SEE NEGOTIATED SPECIAL TERMS AND CONDITIONS

~~Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.~~

X. THIRD PARTY ACQUISITON OF SOFTWARE: The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contracts terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.

Y. TITLE TO SOFTWARE: By submitting a bid, the bidder represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

Z. WARRANTY AGAINST SHUTDOWN DEVICES: The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

AA. WARRANTY OF SOFTWARE: The contractor warrants the operation of all software products for a period of 36_ months from the date of acceptance. During the warranty period, the contractor shall provide 24- hour toll free phone support and all patches, fixes, revisions, updates, upgrades, and minor releases to both the

software and its supporting documentation. In addition, the contractor shall provide a two-hour return call response time and complete all necessary patches/fixes within 48 hours of initial notification.

BB. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to Radford University will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that Radford University has purchased or uses any of its products or services, and the contractor shall not include Radford University in any client list in advertising and promotional materials.

CC. AUDIT: **SEE NEGOTIATED SPECIAL TERMS AND CONDITIONS**

~~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. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or non-stock corporation, limited liability company, business, trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required by Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business fails to remain in compliance with the provisions of this section.

EE. CANCELLATION OF CONTRACT: **SEE NEGOTIATED SPECIAL TERMS AND CONDITIONS**

~~Radford University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days' written notice to the contractor. In the event the initial contract period is more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days' written notice to the other party. Any contract cancellation notice shall not relieve the contract of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.~~

FF. COMMUNICATIONS: Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue until either a Contractor has been selected or the University Procurement and Contracts Department rejects all proposals. Formal communications shall be directed to the University Procurement and Contracts Department. Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Procurement and Contracts Department representative may result in the offending Offeror's proposal being rejected.

GG. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that the information and data obtained as to personal facts and circumstances related to students or staff will be collected and held confidential, during and following the contract, and will not be divulged without the individual's and the University's written consent and only in accordance with federal law or Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement. **SEE NEGOTIATED SPECIAL TERMS AND CONDITIONS**

HH. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:
   i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
   ii. To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
   iii. That the University Contract Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Contract Office, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contractor Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in/phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

II. CONTRACT ADMINISTRATION: Radford University assigns "Contract Administrators" to each contract awarded. The Contract Administrator shall be the initial point of contact for the Contractor**.** Contract Administrators are charged with ensuring the terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule, and reporting noncompliance issues to the Procurement and Contracts Department at Radford University. Contract Administrators **do not** have the authority to authorize changes and/or modifications to the contract. Should noncompliance issues exist and cannot be resolved at this level or changes/modifications to the contract are required, the assigned Contract Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator. The assigned Contract Administrator will be **Executive Director Career Services**.

JJ. CONTRACTOR PERSONNEL: All employees of the contractor shall comply with the rules and regulations of the University and shall maintain proper conduct. In the event the University finds, at is sole discretion, that an employee of the contractor is objectionable to the University that employee shall be removed by the contractor from the University grounds and shall not again be employed by the contractor on University grounds until approved by the University.

KK. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

LL. IDENTIFICATION OF PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:

Name of Offeror:	**RFP#**
Address:	**Due Date:** **Time:**
	RFP Title:
City, State, Zip Code	**Contract Officer:**

This envelope should be addressed as directed on the Request For Proposal Face Sheet of this solicitation. If a proposal not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other offers should be placed in the envelope.

MM. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the issuing agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

NN. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this contract, is purchased or upgraded by or for the use of any state agency or institution or political subdivision of the Commonwealth (the "Technology) shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this 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 the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because of 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, 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

All information technology which, pursuant to this contract, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology) shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation

Act is achieved and a validation of concept demonstration (http://www.section508.gov/). The requirements of this paragraph along with the Non-Visual Access to Technology clause shall be construed to achieve full compliance with the Information Technology Access Act § 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

OO. PARKING POLICY: All contractors' vehicles parked on the Radford University campus must be registered with the Radford University Parking Services Department and display a valid contractor's parking pass. A pass may be obtained by filling out an application for a Radford University Contractor's Parking Pass and submitting it to the Radford University Parking Services Department. Contractors should be aware that vehicles parked on the Radford University campus without a parking pass or permit are subject to ticketing and fines. Operating vehicles on sidewalks, plazas, and areas heavily occupied by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on Radford University sidewalks, plazas and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to http://parking.asp.radford.edu/. Radford University Parking Services may also be contacted by calling (540) 831-6361. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

PP. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or until the solicitation is canceled.

QQ. REFERENCES: Bidder shall provide a list of at least four (4) 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.

RR. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for 8 successive one year periods under the terms and conditions of the original contract except as stated in A. and B. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

a. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one-year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Consumer Price Index for All Urban Consumers (Current Series) <CPI-U> released by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

b. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Consumer Price Index for All Urban Consumers (Current Series) released by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

SS. SPECIAL DISCOUNTS: **SEE NEGOTIATED SPECIAL TERMS AND CONDITIONS**
~~The contractor shall extend any special educational or promotional sale prices or discount immediately to the University during the term of the contract. Such notices shall also advise the duration of the specific sale or discount price.~~

TT. VIRGINIA FREEDOM OF INFORMATION ACT: Except as provided, once an award is announced, all proposals/bids submitted to this RFP/IFB will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining;

(2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.*

UU. LIMITATION OF LIABILITY: SEE NEGOTIATED SPECIAL TERMS AND CONDITIONS

XIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§23-38-88 et seq.) of Title 23 of the Code of Virginia, and in particular § 23-38.90 of the Restructuring Act, referred to as the *"Governing Rules"* and the *Purchasing Manual for Institutions of Higher Education and Their Vendors."*

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

CONTRACTOR:

Print Name: Garreth Lord

Title: CEO

Signature: [signature]

Date: 4/19/17

PURCHASING AGENCY: RADFORD UNIVERSITY

Print Name: Kevin McDowell

Title: Sr. Contract Officer

Signature: [signature]

Date: 4/20/17

Attachment A

Request for Proposal (RFP) R17-016 dated December 8, 2016 plus:
Addendum 1 dated December 22, 2016

RADFORD UNIVERSITY

PROCUREMENT AND CONTRACTS
P.O. BOX 6885
501 STOCKTON STREET
RADFORD, VA 24142

REQUEST FOR PROPOSAL
R17-016

CAREER CENTER TECHNOLOGY PLATFORM

DECEMBER 8, 2016

VIRGINIA ASSOCIATION OF STATE COLLEGE & UNIVERSITY PURCHASING PROFESSIONALS
VASCUPP

RADFORD UNIVERSITY IS A PROUD MEMBER OF VASCUPP

RADFORD UNIVERSITY

REQUEST FOR PROPOSAL
RFP # R17-016

ISSUE DATE: December 8, 2016

TITLE: **Career Center Technology Platform**

ISSUING AGENCY: **RADFORD UNIVERSITY**
Procurement and Contracts
David E. Armstrong Complex, 501 Stockton St.
Post Office Box 6885
Radford, VA 24142-6885

AGENCY WHERE WORK WILL BE PERFORMED: Radford University, Radford, VA

PERIOD OF PERFORMANCE: 2 years upon execution of contract with (8) one-year renewal options.

SEALED PROPOSALS DUE DATE/TIME: January 12, 2017 up to and including 3:00 PM Eastern Standard Time
PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME CANNOT BE ACCEPTED.

OPTIONAL PRE-PROPOSAL CONFERENCE: See Section X. December 14, 2016 at 1:30pm Eastern Time. **Conference phone number**: (888)240-2560 **Conference ID:** 555339734 **Participant:** 8915

QUESTIONS/INQUIRIES: E-mail all inquiries for information to: Kevin McDowell at Email dkmcdowel@radford.edu
Questions may be submitted by December 19th 3:00pm Eastern.

Radford University will be closed and will not accept deliveries beginning Friday 12/23/2016 through Monday 01/02/2017.

PUBLIC POSTING: Reference section 2) D)1 - *Purchasing Manual for Institutions of Higher Education and their Vendors.* Public notices shall be published on the Department of General Services central electronic procurement website, eVA (http://eva.virginia.gov), under VBO (Virginia Business Opportunities). This is the only electronic source used by Radford University Procurement and Contracts to electronically post the RFP document and Addenda.

SUBMISSION OF SEALED PROPOSALS: [Email or fax response is not acceptable to meet "sealed" criteria.]

- **Mailing Address: Radford University, Procurement and Contracts, POB 6885, Radford, VA 24142.**
- **Hand and/or Courier Delivery Address: Radford University, Procurement and Contracts, David E. Armstrong Complex, 501 Stockton Street, Radford, VA. 24142**

In compliance with this Request for Proposals and to all conditions imposed therein, the undersigned offers and agrees to furnish the goods/services described at the prices indicated in Attachment (G) - Pricing Table.
Legal Name and Address of Firm (Type or Print):

	Date:	
	Signature:	
	Print Name:	
	Title:	
FEI/FIN/SS No.:	Telephone:	
eVA Vendor ID or DUNS No.:	Fax:	Email:

Check all that apply: ☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Individual
Department of Small Business and Supplier Diversity (DSBSD) Certification No. _____ and Expiration Date: _____
Certification Category: ☐ Woman-Owned ☐ Minority-Owned ☐ Small Business (www.sbsd.virginia.gov) for additional information.
How did you learn of this RFP? ☐eVA (eva.virginia.gov) ☐Newspaper (name _____) ☐paid service (name_____) ☐Other

Note: This public body does not discriminate against faith-based organizations in accordance with §36 of the Governing Rules or against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. PURPOSE

A. The intent and purpose of this Request for Proposals (RFP) is to solicit proposals from qualified sources to establish a contract through competitive negotiations with one qualified contractor to provide a career center technology platform as outlined herein, to Radford University, (hereinafter referred to as "RU", or "the University"), an agency of the Commonwealth of Virginia. It is Radford University's desire to have a platform that will simplify the employer relations business development work flow, reducing time needed to post jobs, track leads and connect with new employer partners. A system that will significantly increase the number of employers to whom students have access to for job opportunities and increase student and employer engagement in career center events.

II. BACKGROUND

A. **University Background**:
Founded in 1910 as an all-women's college, Radford University became co-educational in 1972 and was granted university status by the Virginia General Assembly in 1979. Today, the University is a flourishing coeducational, comprehensive public university that is student centered and focused on providing outstanding academic programs to approximately 10,000 students. The University offers excellent educational opportunities to students from all geographic regions of the Commonwealth as well as nationally and internationally. Because of its unique mid-size, the University provides students a winning combination of broad opportunities associated with a large university and highly personalized interactions considered the hallmark of a small institution. Through its six academic colleges, the University offers degree programs at the bachelors, masters, and doctorate levels. Further information about the university can be found at the following website: http://www.radford.edu

B. **Specific Background:** The vision of the Radford Career Center is to create an innovative place where students **can** collaborate with career consultants, alumni, faculty, employers and community leaders to explore career options, gain relevant experience and thrive. Our commitment is that every Highlander student leaves Radford University inspired, equipped and confident to leave their unique contribution in the world.

As part of the Career Center transformation we are seeking an innovative career center technology platform that will meet the dynamic needs of both the student population and our employer partners. The platform should enable and empower students to connect with employers, expand their exposure to job opportunities and be easily accessible. We are seeking a platform that can maximize job opportunities for students while minimizing complexity and work flow for the career center staff and employer partners.

The platform will have the ability to customize for each department and program. The platform should support recruiting such that prospective students may search and browse job opportunities, current and expired, to help students understand the types of jobs that the program prepares students for. The platform should also help students connect with RU alums at the companies who have advertised jobs. The ability to tie a program to potential jobs and alumni will be a critical recruiting tool.

III. CONTRACT PARTICIPATION (cooperative contract)

A. Under the authority of §6 *of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at https://vascupp.org/rules.pdf)*, it is the intent of this solicitation and resulting contracts to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead issuing institution's affiliated corporations may access any resulting contract if authorized by the contractor. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify the lead-issuing institution in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from Radford University. Radford University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the

contract. It is understood and agreed that Radford University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as the need may be. Please contact the buyer for additional information. See Attachment J for a listing of member institutions by zones ("VASCUPP Zone Map").

IV. SMALL, WOMAN-OWNED AND MINORITY-OWNED (SWAM) PARTICIPATION

A. It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities.

Radford University has established SWaM goals that are posted to the Procurement and Contract website. Links to the university's SWaM initiative can be located at: http://www.radford.edu/content/procurement/home/department-information/swam.html

See Attachment F for information on reporting spend data with subcontractors and a SWaM Table (Table A only) to complete and submit in the proposal.

V. **Business 2 Business (B2B) Connect** is a FREE, online and publicly accessible business-to-business message board that creates an online space for businesses to **meet, connect, and collaborate**. The message board is available on the eVA website (https://eva.virginia.gov) on the Virginia Business Opportunities link. For additional information contact eVA Customer Care as directed on eVA's home page.

VI. STATEMENT OF NEEDS

A. The Contractor shall furnish all labor, materials, equipment, supervision, etc. to provide a Career Center technology platform, that includes analytic reporting features, to Radford University as stated in Attachment H, the *Statement of Needs Table.*

The Offeror shall complete and submit Attachment H, Statement of Needs Table with their proposal.

VII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. General Requirements**:**

1. **RFP Responses**: In order to be considered for selection, the Offeror shall submit to the Purchasing Agency a complete response to this RFP. Proposals shall be a combination of **paper and electronic documents as detailed below, each containing full identical content including all attachments.**

   Format: Electronic file shall be text searchable using common business software, such as Adobe, Microsoft Word and Microsoft Excel.

   Media: Include all of the following:

   PAPER DOCUMENTS
   One (1) paper **original signed** document

   ELECTRONIC DOCUMENTS
   One (1) complete electronic proposal on individual USB drive

   REDACTED ELECTRONIC DOCUMENT
   One (1) redacted electronic proposal on a USB drive labeled **FOIA**

   No other distribution of the proposal shall be made by the Offeror.

   FOIA (Freedom of Information Act) – The one redacted FOIA proposal contains identical content, however it blacks out information that is personally identifiable (such as FIN) and, if applicable, any trade secrets and proprietary information for which the Offeror must invoke in writing the protections of Section 2.2-4342 F of the Code of Virginia. See Section VI, 3, e.

2. **Contact**: To ensure timely and adequate consideration of your proposal, Offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the Radford University Procurement Office Contract Officer indicated on the face of this document for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

3. **Proposal Presentation**:
   a. **Sign and Complete**: Proposals shall be signed by an authorized representative of the Offeror. See page 2. ***The original proposal must be clearly marked on the outside of the proposal***. All information requested must be submitted. Failure to submit all information requested may result in the University requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the University. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. All information requested by this Request for Proposal on the ownership, utilization, and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. See Attachment E. If an Offeror fails to submit all information requested, the University may require prompt submission of missing information after the receipt of proposals.
   b. **Concise & Clear**: Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
   c. **Organization**: Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the attachment, paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.
   d. **Word Usage**: As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "must" and "shall" identify requirements whose absence will have a major impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
   e. **Binding, Ownership, FOIA**: The original proposal, any if copies if requested, should be bound or contained in a single volume where practical (ex: ring binder, spiral bound, stapled, etc.). All documentation submitted with the proposal should be contained in that single volume. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to Radford University and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342 F of the *Code of Virginia*, in writing either before or at the time the data or other material is submitted. The outside of the proposal must be marked to denote proprietary information is contained in the documents. The written notice must: 1) be submitted as an attachment to the Offeror's proposal; 2) specifically identify the applicable portions of the Offeror's proposal that contains data or materials to be protected (e.g., Tab 4, pages 1 through 3); and 3) state the reasons why protection is necessary. In addition, the specific (i.e., words, figures or paragraphs) that contain proprietary or trade secret material must be identified on the applicable page(s) within the Offeror's proposal, by some distinct method, such as highlighting, underlining, etc. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
   f. **Legal Agreement**: Unless noted in the proposal, a signed and submitted proposal certifies that the firm's principals or legal counsel has reviewed the Request for Proposal General Terms and Conditions and the Special Terms and Conditions and agrees that these provisions will become a part of any final agreement, and that the principals or legal counsel has reviewed and approved the firm's entire proposal prior to submission to the university.

4. **Presentations**: Offerors who submit a proposal in response to this RFP may be invited to give a presentation of their proposal to the University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a **fact finding** and **explanation** session only and does not include negotiations. The University will schedule the time and location of these presentations. Presentations are an option for the University and may or may not be conducted.
   Radford University expects Offerors who are invited to give an oral presentation that will utilize the person or persons who will be working on the project to conduct the presentation so quality and experience of the contractor's staff can be evaluated prior to making the selection. See Section XI for the estimated schedule.

B. **Specific Proposal Requirements**: Proposals should be as thorough as possible to allow the University to properly evaluate the Offeror's capabilities and approach toward providing the required services. Offerors are required to submit the following items as a complete proposal:

1. **Complete and Sign**: The return of the completed RFP inside cover sheet (See page 2) and addenda acknowledgements, if any, signed, and filled out as required.

2. **Descriptions**: Within the Statement of Needs Table (Attachment H), include the specific methodology, approach, and plans for providing the proposed services to achieve desired results including:
   a. What, when, how and by whom the services will be performed.
   b. Projected timeline for delivery of services relative to award date of the contract.

3. **Experience and Qualifications**: Within or attached to the Statement of Needs Table (See Attachment H) and Offeror Data Sheet (See Attachment D), as appropriate, include a written narrative statement to include:
   a. Experience of the firm in providing services described herein.
   b. Names, qualifications and experience of personnel to be assigned to the project, including an organizational chart, individual qualifications and duties, etc.
   c. Resumes of key employees to be assigned to the project.

4. **References**: Provide references from at least four Higher education entities in similar size to Radford University where contractor has provided similar services. See Attachment D.

5. **Proposed Cost/Fees**: Provide a fee structure associated with goods and services proposed to fulfill requirements. This should incorporate financial considerations such as labor costs, overhead, contingency budgets, etc. See Attachment G.

6. **Identification on Proposal Envelope**: The signed proposal should be returned to the University to the attention of the identified Contract Officer in a sealed envelope or package with the following identifying information on the outside of the sealed envelope/package:

   RADFORD UNIVERSITY SEALED REQUEST FOR PROPOSAL NUMBER R17-016
   DUE DATE AND TIME: _____ FROM: _____

VIII EVALUATION AND AWARD CRITERIA

A. **Evaluation Criteria**: Proposals will be evaluated for full compliance with the RFP requirements and the mandatory terms and conditions set forth within the RFP document. The objective of the Evaluation Committee will be to select the contractor that is most responsive to the herein described needs and represents the best value for Radford University.

The proposals will be evaluated by Radford University using the following weighted evaluation criteria.

	Evaluation Criteria	**Percentage of Points**
1	Qualifications and Relevant Experience	15%
2	Capabilities, Skills, and Capacity	35%
3	Approach and Methodology	25%
4	Cost/Fees	15%
5	SWaM - Participation of Small Businesses and Businesses Owned by Women and Minorities	10%
	TOTAL	100%

B. **Award of Contract:** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offers so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

IX. REPORTING AND DELIVERY REQUIREMENTS

A. The Contractor shall provide a weekly progress report to the Contract Administrator outlining the following:

1. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.

2. The projected completion dates for the remaining tasks required by the contract.

B. The contractor shall provide a quarterly report to the Radford University Director of Supplier Diversity and Contract Administration detailing the small business subcontractor spending. See Attachment F.

X. OPTIONAL PRE-PROPOSAL CONFERENCE (in-person or by phone)

A. An optional pre-proposal conference will be held **December 14, 2016 at 1:30pm** Eastern Standard Time in the Procurement and Contracts Conference Room located in the Armstrong Complex. The street address is 501 Stockton Street, Radford, VA 24142. While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. It is recommended you have a copy of the solicitation readily available to review during the pre-proposal conference.

B. The purpose of the conference is to allow potential Offerors an opportunity to present questions and requests for clarification, with final responses provided in an RFP Addendum that is published to eVA (http://eva.virginia.gov). The Addendum will include any updates to the RFP, including changes and questions with answers.

C. Potential Offerors may attend via teleconference in lieu of in person. The phone number and access code is as follows: **Conference dial in phone number**: (888)240-2560 **Conference ID:** 555339734 **Participant:** 8915

XI. RFP ANTICIPATED SCHEDULE (Subject to change)

A. The schedule below provides the anticipated week ending date for several progress points within the RFP process, all subject to change. Note that the Proposal Due date is an exact date, not a 'Week Ending' date.

Action Item	***Date or Week Ending (w/e)***
Issue RFP and Submit to Newspaper	w/e 12/9/2016
Optional Pre-Proposal Conference Date (in-person or phone)	12/14/2016 at 1:30pm Eastern
Proposals Due (see RFP page 2)	01/12/2017 at 3:00pm Eastern
Proposal Evaluations to Procurement and Contracts	w/e 01/27/2017
Response to Clarification Questions Due	w/e 02/03/2017
Presentations (if required)	w/e 02/10/2017
Subsequent Evaluations to Procurement and Contracts	w/e 02/24/2017
Negotiations Begin	w/e 02/24/2017
Award	w/e 03/10/2017

XII. INVOICING AND PAYMENT:

A. The Contractor shall submit a fully itemized invoice that references the Radford University contract number, material description, quantities and unit prices, and Purchase Order number. Payment will be made thirty days after receipt of proper invoice for the amount of payment due, or thirty days after receipt of goods / services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Payment Act. Mail or Email Invoice(s) to:

RADFORD UNIVERSITY
ACCOUNTS PAYABLE
POST OFFICE BOX 6906
RADFORD, VA 24142-6906
Email: acctspayable@radford.edu

XIII. ATTACHMENTS

Attachments A-C: Informational and Compliance

Sample Contract

General Terms and Conditions

Special Terms and Conditions

Attachments D-H: To be completed and submitted by Offeror

Offeror Data Sheet

W-9 Request for Taxpayer Identification Number and Certification Form

SWaM Utilization Plan

Pricing Table

Statement of Needs Table

THIS PAGE FOR REFERENCE ONLY - DO NOT COMPLETE FOR RFP R17-016 PROPOSALS

RADFORD UNIVERSITY

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: Rxxxxx

This contract entered into this __ day of _____, 20__, by _____, located at (insert complete physical address), hereinafter called the "Contractor" and Commonwealth of Virginia, **Radford University**, called the "Purchasing Agency, located at 801 East Main Street, Radford, VA. 24142."

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

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

III. **TERM OF CONTRACT:** From _____ through _____ with _____ **(1) year renewal options or as negotiated, to include all contractual provisions contained herein.**

IV. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**

A. This signed form (Radford University Commonwealth of Virginia's Standard Contract inclusive of Commonwealth of Virginia General Terms and Conditions-Radford University and Special Terms and Conditions.

B. Radford University's Request for Proposal (RFP) Rxx-xxx dated _____, Addendum xxx dated _____ (list all addendums in this format). (Attachment A);

C. Contractor's Proposal signed and dated _____ (Attachment B);

D. Contractor's supplemental contract correspondence (Attachment C); (e.g., clarification and negotiation points) dated as follows:

1. **(list each document by title and execution date)**

E. This Standard Contract identifies terms as negotiated and as agreed by both parties. In the event there is a conflict between the Standard Contract, Request for Proposal # Rxx-xxx, the Contractor's Proposal or Negotiation/Clarification points, the Standard Contract shall prevail.

V. **FINANCIAL CONSIDERATIONS:**

VI. **CONTRACT ADMINISTRATION: [Include CA Special Term listing CA title with all contact information.]**

VII. **COMMONWEALTH OF VIRGINIA GENERAL TERMS AND CONDITIONS:**

VIII. **SPECIAL TERMS AND CONDITIONS:**

A. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§23-38-88 et seq.) of Title 23 of the Code of Virginia, and in particular § 23-38.90 of the Restructuring Act, referred to as the *"Governing Rules"* and the *Purchasing Manual for Institutions of Higher Education and Their Vendors."*

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

CONTRACTOR:	**PURCHASING AGENCY: RADFORD UNIVERSITY**
Print Name: _____	**Print Name: _____**
Title: _____	**Title: _____**
Signature: _____	**Signature: _____**
Date: _____	**Date: _____**

COMMONWEALTH OF VIRGINIA GENERAL TERMS AND CONDITIONS – RADFORD UNIVERSITY

A. **ANTI-DISCRIMINATION**: By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 9 & 10 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. (Governing Rules, §35).

In every contract over $10,000 the provisions in 1and 2 Below apply:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating 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 provision of 1. Above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. **ANTITRUST**: By entering into a contract, the contractor conveys, sells, assigns, and transfers to Radford University and the Commonwealth of Virginia all rights, title and interest in and to all causes of 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.

C. **ANNOUNCEMENT OF AWARD**: Upon award or the announcement of the decision to award a contract over $50,000 as a result of this solicitation, the Radford University will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) and the Procurement and Contracts Public Posting Board for a minimum of ten (10) days.

D. **APPLICABLE LAWS 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 agency and the contractor are encouraged to resolve any issues in controversy

arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Governing Rules, §56). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

E. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of Radford University, an agency of the Commonwealth.

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

G. **BID PRICE CURRENCY**: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer in U.S. dollars.

H. **CHANGES TO THE CONTRACT**: Changes can be made to the contract in any of the following ways:

1. The parties may agree to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify Radford University of the adjustment to be sought, and before proceeding to comply with the notice, shall await the University's decision affirming, modifying, or revoking the prior written notice. If Radford University decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:

    a. By mutual agreement between the parties in writing; or

    b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

    c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed in 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 clause provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor 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.

I. **CLARIFICATION OF TERMS**: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation by the designated time indicated. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **DEBARMENT STATUS**: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or 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.

K. **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.

L. **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 manufacturer, sale, distribution, dispensation, possession, or use of controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions: (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, possession or use of any controlled substance or marijuana during the performance of the contract.

M. **ETHICS IN PUBLIC CONTRACTING**: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/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.

N. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS**: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
   (i) DSBSD-certified Small Businesses: 1%, capped at $500 per order.
   (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at $1,500 per order.

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.**(*Updated by DP&S July 1, 2014).**

You are required to register through the eVA website at (www.eva.virginia.gov). Click on the "Vendor" tab and follow the registration instructions. If you need assistance, or on line directions, please contact Radford University at (540) 831-5429.

O. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By submitting their (bids/proposals), (bidders/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.

P. **INSURANCE**: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage 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. The bidder or 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 COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- Workers' 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 number of employees that change their workers' compensation requirements under the Governing Rules during the course of the contract shall be in noncompliance with the contract.

- Employer's Liability - $ 100,000.

- Commercial General Liability - $1,000,000 per occurrence and $2,000,000 in the aggregate. 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 name as an additional insured and so endorsed on the policy.

- Automobile Liability - $1,000,000 combined single limit (Required if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

Professional Service	**Limits**
Accounting	$1,000,000 per occurrence, $3,000,000 aggregate
Architecture	$2,000,000 per occurrence, $6,000,000 aggregate
Asbestos, Design, Inspection or Abatement Contractors	$1,000,000 per occurrence, $3,000,000 aggregate

Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals or Health Maintenance Organizations) $1,725,000 per occurrence, $3,000,000 aggregate NOTE: Limits increase each July 1 through fiscal year 2031, as follows:

	July 1, 2013 - $2,100,000 July 1, 2014 - $2,150,000. This complies with §8.01-581.15 of the Code of Virginia. July 1, 2015 - $ 2,200,000. This complies with §8.01-581.15 of the Code of Virginia.
Insurance Risk Management	$1,000,000 per occurrence, $3,000,000 aggregate
Professional Service Limits	
Landscape/Architecture	$1,000,000 per occurrence, $1,000,000 aggregate
Legal	$1,000,000 per occurrence, $5,000,000 aggregate
Professional Engineer	$2,000,000 per occurrence, $6,000,000 aggregate
Surveying	$1,000,000 per occurrence, $1,000,000 aggregate

*When Used: FOR CONSTRUCTION SERVICE CONTRACTS AND GOODS CONTRACTS WHEN INSTALLATION IS REQUIRED. Required in all solicitations where a contractor will perform work or services in or on state facilities. The limits are minimums and may be increased. When soliciting one of the Professions/Services listed above the specific profession/service referenced in the bid/offer shall apply. When not soliciting any of the professions/services in the bid/offer they will not apply to the solicitation.

Q. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:

1. (For Invitation for Bids): Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection for the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

2. (For Request for Proposals): 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.

R. 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, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. 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 form 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.

S. PAYMENT:

1. Prime Contractor:

   a. Invoices for items ordered, delivered and accepted shall be submitted directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number. Radford University's payment address is as follows:

RADFORD UNIVERSITY
ATTN: ACCOUNTS PAYABLE
PO BOX 6906
RADFORD, VA. 24142
Email: acctspayable@radford.edu

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods and 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 should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Governing Rule §53.)

2. To Subcontractors:

a. 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 record 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 prohibited under the terms of the contract) on all amounts owed by contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's Obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

c. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only substantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary,

confirmed by the agency or institution, or other appropriate penalties may be accessed in lieu of withholding such payment.

T. **PRECEDENCE OF TERMS**: The following General Terms and Conditions COMMONWEALTH OF VIRGINIA PURCHASING MANUAL for INSTITUTIONS OF HIGHER EDUCATION and THEIR VENDORS. APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT 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.

U. **PURCHASING MANUAL**: This solicitation is subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendor's 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 University Procurement and Contracts Office and may also be viewed at https://vascupp.org.

V. **QUALIFICATIONS OF (BIDDERS/OFFERORS)**: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/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 (bidder/offeror) physical facilities prior to award to satisfy questions regarding the (bidder/offeror) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the services and/or furnish the goods contemplated therein.

W. **TAXES**: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption 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 number is 54-73-0076K.

RFP R17-016 - Attachment C - IT Special Terms and Conditions

A. TITLE: Clear and unrestricted title for any item of equipment purchased under this purchase order shall pass to the Commonwealth of Virginia whenever acceptance is provided by the state in accordance with date of acceptance.

B. DATE OF ACCEPTANCE: The date of acceptance for all equipment, software, or services shall be the first day after completion of successful installation or testing, or the final acceptance of any services provided unless stated otherwise within the solicitation, the state shall be given fifteen (15) days to test the equipment, software or service provided under this purchase order.

C. CERTIFICATION TESTING PERIOD:

1. **Systems:** The system specified in the contract shall be considered ready for testing upon receipt of documentation from the contractor that a successful system audit or diagnostic test was performed at the site demonstrating that the system meets the minimum design/performance capabilities stipulated in the purchase agreement. The fifteen (15) day testing period (may be shortened by the procuring agency) shall commence on the next calendar day following receipt of this documentation. Upon request, the procuring agency will provide written confirmation of its acceptance following successful completion of the certification period. Such acceptance shall not be conclusive of complete conformance in all respects to the contract specifications and other requirements, or the nonexistence of potential latent defects.

D. CONFIDENTIALITY:

1. (Commonwealth): The Commonwealth agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the contractor's responsibility to fully comply with § 2.2-4342 of the *Code of Virginia*. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the Commonwealth.
2. (Contractor): The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the agency, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project will be required to sign the Confidentiality statement in this solicitation.

E. DEFINITION:

1. Equipment: As used herein, the terms equipment, product, or system shall include hardware and software (when applicable) and any materials or supporting documentation. Such documentation may include but is not limited to: users' guides, operations manuals with part lists, copies of all applicable warranties, and any other pertinent information necessary for the proper operation and maintenance of the equipment being acquired.

2. Software: As used herein, the terms software, product, or software products shall include all related materials and documentation whether in machine readable or printed form.

F. DEMONSTRATIONS: By submitting a bid, the bidder certifies that the specified equipment is in productive use and capable of demonstration in the proposed configuration. The Commonwealth reserves the right to require bidders to demonstrate the functionality of proposed equipment to its satisfaction prior to making an award decision. Such demonstration is intended to show that a vendor's products will perform in a completely satisfactory manner and that they will meet or exceed the performance specifications contained in the solicitation. Failure by a vendor to promptly comply with a request for demonstration could result in their bid being rejected. Failure to reject shall not relieve the vendor of its obligation to fully comply with all requirements of the contract.

G. EXCESSIVE DOWNTIME: Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 4 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of in-operability. The period of in-operability shall commence upon initial notification.

H. LATEST SOFTWARE VERSION: Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.

I. LIMITATION OF USE: The Commonwealth's right to use computer software developed entirely at private expense may be limited by the contractor as stipulated in this contract. Notwithstanding any provision to the contrary however, the Commonwealth shall have at a minimum: unlimited use of the software on the equipment for which it is purchased; use of the software on a secondary system for backup purposes should the primary system become unavailable, malfunction, or is otherwise rendered inoperable; use of the software at another Commonwealth site should the system be entirely transferred to that location; the right to make a backup copy for safekeeping; the right to modify or combine the software with other programs or materials at the Commonwealth's risk; and the right to reproduce any and all documentation provided such reproduction is for the sole use of the Commonwealth. These rights are perpetual and irrevocable; in the event of any actual or alleged breach by the Commonwealth, the contractor's sole remedy shall be to pursue a monetary claim in accordance with § 2.2-4363 of the *Code of Virginia*.

J. NEW PRODUCTS: Unless otherwise requested in the solicitation, all equipment furnished under the contract shall be new, unused equipment. All software provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.

K. OWNERSHIP OF INTELLECTUAL PROPERTY: All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

L. PARKING POLICY: All contractors' vehicles parked on the Radford University campus must be registered with the Radford University Parking Services Department and display a valid contractor's parking pass. A pass may be obtained by filling out an application for a Radford University Contractor's Parking Pass and submitting it to the Radford University Parking Services Department. Contractors should be aware that vehicles parked on the Radford University campus without a parking pass or permit are subject to ticketing and fines. Operating vehicles on sidewalks, plazas, and areas heavily occupied by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on Radford University sidewalks, plazas and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to http://parking.asp.radford.edu/. Radford University Parking Services may also be contacted by calling (540) 831-6361. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

M. PCI COMPLIANCE: Contractor represents and warrants that for the life of the contract and/or while Contractor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (https://www.pcisecuritystandards.org/index.shtml). In the case of a third-party payment application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Contractor acknowledges and agrees that it is responsible for the security of all University customer cardholder data in its possession. Contractor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Contractor shall, upon written request, furnish proof

of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. At a minimum, the following documentation shall be provided upon request:

Payment Card Industry (PCI) Data Security Standard Attestation of Compliance for Onsite Assessments (Merchants and/or Service Providers version, as applicable)

Approved Scanning Vendor (ASV) Scan Report Attestation of Scan Compliance

Contractor agrees that, notwithstanding anything to the contrary in the Agreement or the Addendum, the University may terminate the Agreement immediately without penalty upon notice to the Contractor in the event Contractor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

N. PRODUCT SUBSTITUTION: During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product and/ or software identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee.

O. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or until the solicitation is canceled.

P. QUALIFIED REPAIR PESONNEL: All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification prior to award and at any time during the term of the contract.

Q. RENEWAL OF MAINTENANCE: Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for ongoing one-year period(s), under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by more than the percentage increase or decrease in the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.

R. SERVICE PERIOD (EXTENDED): Due to the criticality of the applications for which the equipment and/or software is purchased, the contractor shall provide 24 hours a day, 7 days a week, maintenance support. All necessary repairs or corrections shall be completed within 48 hours of the initial notification.

S. SERVICE REPORTS: Upon completion of any maintenance call, the contractor shall provide the agency with a signed service report that includes, at a minimum: a general statement as to the problem, action taken, any materials or parts furnished or used, and the number of hours required to complete the repairs.

T. SOFTWARE UPGRADES: The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.

U. SOFTWARE DISPOSITION: Unless otherwise instructed by the contractor, the Commonwealth shall render unusable all copies of software acquired under the contract within thirty days of termination of its license, except that the Commonwealth does reserve the right to retain one copy of the software for archival purposes when appropriate.

V. SOURCE CODE: In the event the contractor ceases to maintain experienced staff and the resources needed to

provide required software maintenance, the Commonwealth shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.

W. TERM OF SOFTWARE LICENSE: Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.

X. THIRD PARTY ACQUISITON OF SOFTWARE: The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contracts terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.

Y. TITLE TO SOFTWARE: By submitting a bid, the bidder represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

Z. WARRANTY AGAINST SHUTDOWN DEVICES: The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

AA. WARRANTY OF SOFTWARE: The contractor warrants the operation of all software products for a period of _36_ months from the date of acceptance. During the warranty period, the contractor shall provide 24- hour toll free phone support and all patches, fixes, revisions, updates, upgrades, and minor releases to both the software and its supporting documentation. In addition, the contractor shall provide a two-hour return call response time and complete all necessary patches/fixes within 48 hours of initial notification.

BB. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to Radford University will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that Radford University has purchased or uses any of its products or services, and the contractor shall not include Radford University in any client list in advertising and promotional materials.

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. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or non-stock corporation, limited liability company, business, trust, or limited partnership or registered as a registered

limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required by Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business fails to remain in compliance with the provisions of this section.

EE. CANCELLATION OF CONTRACT: Radford University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days' written notice to the contractor. In the event the initial contract period is more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days' written notice to the other party. Any contract cancellation notice shall not relieve the contract of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

FF. COMMUNICATIONS: Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue until either a Contractor has been selected or the University Procurement and Contracts Department rejects all proposals. Formal communications shall be directed to the University Procurement and Contracts Department. Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Procurement and Contracts Department representative may result in the offending Offeror's proposal being rejected.

GG. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that the information and data obtained as to personal facts and circumstances related to students or staff will be collected and held confidential, during and following the contract, and will not be divulged without the individual's and the University's written consent and only in accordance with federal law or Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

HH. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:
    i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
    ii. To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
    iii. That the University Contract Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Contract Office, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contractor Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in/phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

II. CONTRACT ADMINISTRATION: Radford University assigns "Contract Administrators" to each contract awarded. The Contract Administrator shall be the initial point of contact for the Contractor**.** Contract Administrators are charged with ensuring the terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule, and reporting noncompliance issues to the Procurement and Contracts

Department at Radford University. Contract Administrators **do not** have the authority to authorize changes and/or modifications to the contract. Should noncompliance issues exist and cannot be resolved at this level or changes/modifications to the contract are required, the assigned Contract Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator. The assigned Contract Administrator will be **Executive Director Career Services**.

JJ. CONTRACTOR PERSONNEL: All employees of the contractor shall comply with the rules and regulations of the University and shall maintain proper conduct. In the event the University finds, at is sole discretion, that an employee of the contractor is objectionable to the University that employee shall be removed by the contractor from the University grounds and shall not again be employed by the contractor on University grounds until approved by the University.

KK. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

LL. IDENTIFICATION OF PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:

Name of Offeror:	**RFP#**
Address:	**Due Date:** **Time:**
	RFP Title:
City, State, Zip Code	**Contract Officer:**

This envelope should be addressed as directed on the Request For Proposal Face Sheet of this solicitation. If a proposal not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other offers should be placed in the envelope.

MM. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the issuing agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

NN. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this contract, is purchased or upgraded by or for the use of any state agency or institution or political subdivision of the Commonwealth (the "Technology) shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this 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 the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because of 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, 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

All information technology which, pursuant to this contract, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology) shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration (http://www.section508.gov/). The requirements of this paragraph along with the Non-Visual Access to Technology clause shall be construed to achieve full compliance with the Information Technology Access Act § 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

OO. PARKING POLICY: All contractors' vehicles parked on the Radford University campus must be registered with the Radford University Parking Services Department and display a valid contractor's parking pass. A pass may be obtained by filling out an application for a Radford University Contractor's Parking Pass and submitting it to the Radford University Parking Services Department. Contractors should be aware that vehicles parked on the Radford University campus without a parking pass or permit are subject to ticketing and fines. Operating vehicles on sidewalks, plazas, and areas heavily occupied by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on Radford University sidewalks, plazas and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to http://parking.asp.radford.edu/. Radford University Parking Services may also be contacted by calling (540) 831-6361. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

PP. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or until the solicitation is canceled.

QQ. REFERENCES: Bidder shall provide a list of at least four (4) 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.

RR. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for 8 successive one year periods under the terms and conditions of the original contract except as stated in A. and B. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

a. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one-year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Consumer Price Index for All Urban Consumers (Current Series) <CPI-U> released by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

b. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Consumer Price Index for All Urban Consumers (Current Series) released by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

SS. SPECIAL DISCOUNTS: The contractor shall extend any special educational or promotional sale prices or discount immediately to the University during the term of the contract. Such notices shall also advise the duration of the specific sale or discount price.

TT. VIRGINIA FREEDOM OF INFORMATION ACT: Except as provided, once an award is announced, all proposals/bids submitted to this RFP/IFB will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection*

RFP R17-016 - Attachment D - Offeror Data Sheet

Attachment D is to be completed and submitted by the Offeror as part of a complete Proposal.
*Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid/offer nonresponsive.

Qualifications:
The Offeror must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

Vendor's Primary Contact for this RFP:

NAME: **TITLE:**

PHONE: **EMAIL:**

Years in Business:
Indicate the length of time the Offeror's company has been in business providing services specific to a Career Center Platform.

YEARS: **MONTHS:**

References: Indicate below a listing of at least four (4) current or recent Higher education clients of similar size to Radford University that your company is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address and telephone number of the point of contact. The Contact should be knowledgeable about the design, implementation, training, and service the Offeror's company provided to the referenced company.

1) Company:	**Contact Name and Title:**
Phone: ( ) **Fax: ( )**	**Email:**
Project:	
Dates of Service:	**$ Value:**
2) Company:	**Contact Name and Title:**
Phone: ( ) **Fax: ( )**	**Email:**
Project:	
Dates of Service:	**$ Value:**

3) Company:	**Contact Name and Title:**
Phone: ( ) **Fax: ( )**	**Email:**
Project:	
Dates of Service:	**$ Value:**
4) Company:	**Contact Name and Title:**
Phone: ( ) **Fax: ( )**	**Email:**
Project:	
Dates of Service:	**$ Value:**

LOST ACCOUNTS: If you have lost accounts in the past (12) twelve months please indicate below providing the reasons as to why.

5) Company:	**Contact Name and Title:**
Phone: ( ) **Fax: ( )**	**Email:**
Project:	
Dates of Service:	**$ Value:**
6) Company:	**Contact Name and Title:**
Phone: ( ) **Fax: ( )**	**Email:**
Project:	
Dates of Service:	**$ Value:**

RFP R17-016 - Attachment E - W-9 Request for Taxpayer Identification Number and Certification [Complete Form on Following Page]

Form **W-9**
Commonwealth of Virginia
Substitute W-9 Form
Revised July 2014

Request for Taxpayer Identification Number and Certification

Section 1 - Taxpayer Identification

☐ **Social Security Number (SSN)**

☐ **Employer Identification Number (EIN)**

___ ___ ___ ___ ___ ___ ___ ___ ___

Please select the appropriate Taxpayer Identification Number (EIN or SSN) type and enter your 9 digit ID number . The EIN or SSN provided must match the name given on the "Legal Name" line to avoid backup withholding. If you do not have a Tax ID number, please reference "Specific Instructions - Section 1." If the account is in more than one name, provide the name of the individual who is recognized with the IRS as the responsible party.

Dunn & Bradstreet Universal Numbering System (DUNS) (see instructions)

___ ___ ___ ___ ___ ___ ___ ___ ___

Legal Name:

Business Name:

Entity Type		Entity Classification		Exemptions (see instructions)
☐ Individual	☐ Corporation	☐ Professional Services	☐ Medical Services	Exempt payee code (if any):
☐ Sole Proprietorship	☐ S-Corporation	☐ Political Subdivision	☐ Legal Services	(from backup withholding)
☐ Partnership	☐ C-Corporation	☐ Real Estate Agent	☐ Joint Venture	_____
☐ Trust	☐ Disregarded Entity	☐ VA Local Government	☐ Tax Exempt Organization	Exemption from FATCA reporting code (if any):
☐ Estate	☐ Limited Liability Company	☐ Federal Government	☐ OTH Government	
☐ Government	☐ Partnership	☐ VA State Agency	☐ Other	_____
☐ Non-Profit	☐ Corporation			

Contact Information

Legal Address:		Name:	
		Email Address:	
City:	State : Zip Code:	Business Phone:	
Remittance Address:		Fax Number:	
		Mobile Phone:	
City:	State : Zip Code:	Alternate Phone:	

Section 2 - Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined later in general instructions), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See instructions titled Certification

Printed Name:		
Authorized U.S. Signature:		Date:

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. *Article 20 of the U.S.-China income tax treaty allows an exemption* from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see Section 2 Certification – Page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate Instructions for the Requestor of Form W-9 for more information.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requestor of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no

reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Section 1 -Taxpayer Identification

Check the appropriate Tax Identification Number (TIN) type. Enter your EIN/SSN in the space provided. If you are a resident alien and you do not have and /or are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site **www.irs.gov**.

If you do not have a TIN, apply for a TIN immediately, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester. **Note:** *Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.*

Enter the TIN which coincides with the 'Legal Name' provided on the form.

a. If you are an individual, check the "Social Security Number (SSN)" box and enter the SSN.
b. If you are a Grantor or Revocable Trust, check the "Social Security Number (SSN)" box and enter the SSN of the Grantor.
c. If you are a Resident Alien, check the "Social Security Number (SSN)" box and enter your SSN or your ITIN (IRS Individual Taxpayer Identification Number).
d. If you are a Sole Proprietor, check the "Social Security Number (SSN)" box and enter the SSN of the sole proprietor.
e. If you are a Single-Member LLC that is disregarded as an entity, check the "Social Security Number (SSN)" box and enter the member's SSN.

Note: If an LLC has one owner, the LLC's default tax status is "disregarded entity". If an LLC has two owners, the LLC's default tax status is "partnership". If an LLC has elected to be taxed as a corporation, it must file IRS Form 2553 (S Corporation) or IRS Form 8832 (C Corporation).

Vendors are requested to enter their **Dunn and Bradstreet Universal Numbering System** (DUNS), if applicable. See number requirement below.

Dunn and Bradstreet Universal Numbering System (DUNS) number requirement . The United States Office of Management and Budget (OMB) requires all vendors that receive federal grant funds have their DUNS number recorded with and subsequently reported to the granting agency. If a contractor has multiple DUNS numbers the contractor should provide the primary number listed with the Federal government's Central Contractor Registration (CCR) at www.ccr.gov . Any entity that does not have a DUNS number can apply for one on-line at http://www.dnb.com/us/ under the DNB D-U-N Number Tab.

Legal Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name. If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form. If you are using a name other than that which is listed on a Social Security Card, please enter the legal entity name **as filed with the IRS**. In general, enter the name shown on your income tax return. Do not enter a Disregarded Entity Name on this line.

Business Name. Business, Disregarded Entity, trade, or DBA ("doing business as") name.

Entity Type. Select the appropriate entity type.

Individual. If you are an individual, you must generally enter the name shown on your income tax return.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Legal Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business Name" line.

Partnership. A partnership is an entity reflecting a relationship existing between two or more persons who join to carry on a trade or business. Enter the partnerships entity's name on the "Legal Name" line. This name should match the name shown on the legal document creating the entity. You may enter your business, trade, or "doing business as (DBA) name on the "Business Name" line.

Trust. A legal entity that acts as fiduciary, agent or trustee on behalf of a person or business entity for the purpose of administration, management and the eventual transfer of assets to a beneficial party. Enter the name of the legal entity on the "Legal Name" line.

Estate. A separate legal entity created under state law solely to transfer property from one party to another. The entity is separated by law from both the grantor and the beneficiaries. Enter the name of the legal entity on the "Legal Name" line.

Government. The Government of any State, any Political Subdivision of any State, any Agency or Instrumentality of a State or of a Political Subdivision of a State.

Non-Profit. An organization that is organized and operated exclusively for exempt purposes and none of its earnings may inure to any private shareholder or individual.

Corporation. A company recognized by law as a single body with its own powers and liabilities, separate from those of the individual members. Enter the entity's name on the "Legal Name" line and any trade or "doing business as (DBA)" name on the "Business Name" line.

S-Corporation. A corporation that is taxed like a partnership: a corporation in which five or fewer people own at least half the stock. Enter the entity's name on the "Legal Name" line and any trade or "doing business as (DBA)" name on the "Business Name" line.

C-Corporation. A business that is taxed as a separate entity: a business taxed under Subchapter C of the Internal Revenue Code and legally distinct from its owners. Enter the entity's name on the "Legal Name" line and any trade or "doing business as (DBA)" name on the "Business Name" line.

Limited liability Company (LLC). An LLC with at least two members is classified as a partnership for federal income tax purposes unless it files Form 8832 and affirmatively elects to be treated as a corporation. Enter the name of the partnership or corporation. An LLC with only one member is treated as an entity disregarded as separate from its owner for income tax purposes (but as a separate

entity for purposes of employment tax and certain excise taxes), unless it files Form 8832 and affirmatively elects to be treated as a corporation. If you are a single-member LLC (including a foreign LLC with a domestic owner) that is **disregarded** as an entity separate from its owner, **enter the owner's name on the "Legal Name" line. Caution**: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Entity Classification. Select the appropriate classification type.

Contact Information. Enter your contact information.

Enter your **Legal Address**. Enter your **Remittance Address**. A **Remittance Address** is the location in which you or your entity receives business payments.

Enter your **Business Phone Number.** Enter your **Mobile Phone Number**, if applicable. Enter your **Fax Number**, if applicable. Enter your **Email Address**.

For clarification on IRS Guidelines, see www.irs.gov.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code below.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:
1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2 - The United States or any of its agencies or instrumentalities
3 - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities
4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities
5 - A corporation
6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
7 - A futures commission merchant registered with the Commodity Futures Trading Commission
8 - A real estate investment trust
9 - An entity registered at all times during the tax year under the Investment Company Act of 1940
10- A common trust fund operated by a bank under section 584(a)
11 - A financial institution
12 - A middleman known in the investment community as a nominee or custodian
13 - A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for. . .	THEN the payment is exempt for. .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1]See Form 1099-MISC, Miscellaneous Income, and its instructions.
[2]However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A - An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B - The United States or any of its agencies or instrumentalities
C - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
E - A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
F - A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G - A real estate investment trust
H - A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I - A common trust fund as defined in section 584(a)
J - A bank as defined in section 581
K - A broker
L - A trust exempt from tax under section 664 or described in section 4947(a)(1)
M - A tax exempt trust under a section 403(b) plan or section 457(g) plan

Section 2 - Certification

To establish to the paying agent that your TIN is correct, you are not subject to backup withholding, or you are a U.S. person, or resident alien, sign the certification on Form W-9. You are being requested to sign by the Commonwealth of Virginia.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

Submission:
Commonwealth Vendor Group
Post Office Box 1971
Richmond, VA 23218-1971
CVG@doa.virginia.gov
804.823.2701 (fax)

RFP R17-016 - Attachment F - SWaM Utilization Plan

Attachment F, Table A is to be completed and submitted by the Offeror as part of a complete Proposal.

A. Table A - Complete the SWaM Utilization Plan table below and submit with Proposal. See www.sbsd.virginia.gov for additional information on DSBSD certification.

SWaM Vendor Name, Address, Phone	Virginia DSBSD Certification # and Expiration	Knowledgeable Contact Name, Title, Email	Goods/Services to be Provided	$ Planned Spend and % of Total $

***This information will be used to determine percentage of points assigned to Evaluation Criteria if Offeror is not a DSBSD SWaM certified vendor.**

B. Table B is not to be completed for the proposal. If contract is awarded, the contractor shall provide the below quarterly report to the Radford University Director of Supplier Diversity and Contract Administration detailing the small business utilization actual spending. The quarterly report will be due the first week of the subsequent month for each quarter year, consisting of Jan-Mar, Apr-Jun, Jul-Sep, and Oct-Dec. The report must be submitted to the following address (email preferred):

Radford University
Director of Supplier Diversity and Contract Administration
POB 6885
Radford, Virginia 24142
amah@radford.edu

Table B is on the following page for reference only – do not complete the Quarterly SWaM Subcontractor Expenditure Reporting Form as part of the proposal.

THIS PAGE FOR REFERENCE ONLY - DO NOT COMPLETE FOR RFP R17-016 PROPOSALS

Radford University
Quarterly SWaM Subcontractor Expenditure Reporting Form

The subcontractor expenditure information provided on this form will be submitted in an electronic dashboard on behalf of Radford University to the Virginia Department of Small Business and Supplier Diversity (DSBSD). Provide all information requested for actual expenditures for the monthly billing period.

Reporting Period: Fiscal Year _____ Quarter Ended _____

Prime Contractor Information: Complete one form for each Prime Contractor

Company Name: _____ Company Contact: _____
Company Address: _____ Company Tax ID: _____
_____ RU Contract/Project ID _____
_____

Subcontracting Expenditures: The amount paid by prime contractors to DSBSD-certified SWaM business for work directly traceable to the fulfillment of a contract or project with Radford University.

Table B:

Subcontractor Name	Subcontractor Tax ID	Category * (MB/WB/SB)	Subcontractor Dollar Amount	DSBSD Certification Number

* Category: (MB) Minority Business, (WB)Women-owned Business, and (SB) Small Business.
(Attach additional pages if necessary)

Summary of Expenditures by SWaM Category

Total Subcontracting Amount with Minority Businesses (MB)	Total Subcontracting Amount with Women-owned Business (W)	Total Subcontracting Amount with Small Business (SB)

Submitted by: _____ **Name:** _____

Title: _____ **Signature** _____

Telephone: _____ **Title** _____

RFP R17-016 - Attachment G - Pricing Table

Attachment G is to be completed and submitted by the Offeror as part of a complete Proposal.
Offerors shall identify **all** costs associated with providing the services as specified in this document and should submit pricing in different formats as hourly rates may apply in certain situations and lump sum pricing may apply in others.

A. Offerors should submit a fixed price for each line item in the pricing table. The hourly rates should be a schedule of hourly labor rates categorized by labor categories appropriate to perform the services requested. All labor rates shall be inclusive (fully burdened) to include all direct labor, indirect costs, and profit.

B. Offerors are encouraged to include pricing incentives and relative discounts.

C. Offerors are encouraged to include lump sum price for all work performed and to include the request for progress payments for work completed if the work is to be completed in phases with associated deliverables. The University reserves the right to withhold a percentage to be paid at the end of the contract period upon satisfactory completion of all work.

D. Indicate allowed discounts for payment terms less than N30 days.

PRICING TABLE

Line Item	***Description*** ***Provide additional description as appropriate for clarity of offer***	***Notes on Price Details, Factors, and Discounts***	***Fixed Price for each Line Item***
1			
2			
3			
4			
5			
6			
7			
8			
9			

RFP R17-016 - Attachment H - Statement of Needs Table

Attachment H is to be completed and submitted by the Offeror as part of a complete Proposal.

Item #	*Requested Capability*	*Yes or No*	*If yes, describe how the capability is provided and relevant details* *If no, describe a comparable alternate approach for consideration, if available*
1	**ESSENTIAL ATTRIBUTES**		**Essential Attributes are a Must have, See Section VII, A, 3.d , Word Usage for definition of Must**
1.1	Intuitive fully integrated, career center platform built for multiple technology interfaces (i.e. smartphones, tablets and computers).		
1.2	Interface with current banner system		
1.3	Web-based, browser independent system compatible with all modern browsers. (Chrome, Safari, Edge, Firefox etc.)		
1.4	Commercial off- the shelf secure hosted solution available for purchase by Higher Education institutions.		
1.5	Public interface for recruiting as well as secure login for RU students, alumni, and corporate partners.		
1.6	Integrate with Shibboleth, CAS or Active directory for authentication; describe use of LDAP(s) for authentication and /or authorization and how this is accomplished in the proposed solution.		
1.7	Ability to target content based on student's major and career interests, need, and/or affinity (e.g. interactive custom student dashboard).		
2	**Preferred Attributes**		**Preferred Attributes are a should have, See Section VII. A, 3d, Word Usage for definition of Should**

Item #	*Requested Capability*	*Yes or No*	*If yes, describe how the capability is provided and relevant details* *If no, describe a comparable alternate approach for consideration, if available*
2.1	Appointment scheduling capability (i.e. advisor appointments, interviews, company information sessions).		
2.2	Mentor module - ability to connect students with alumni in an integrated interface.		
2.3	Real time reporting capability that will provide data for decision making (i.e. first destination survey, demographic data, employer metrics, salary information, etc.)		
2.4	NACE and NUBs compliant destination survey		
2.5	Social media integration –ability to connect with and leverage our social media channels (twitter, facebook, linked in, Instagram). Please provide examples.		
2.6	Event registration capability or ability to seamlessly interface with current registration software.		
2.7	Interactive survey /reporting capability that will increase student completion rates while reducing time for students and employers.		
2.8	Graphical reporting capability. Can easily export or share reports with others.		
2.9	Fully integrated platform. All features are fully functional in platform vs. add-on features or separate agreements.		

Item #	*Requested Capability*	*Yes or No*	*If yes, describe how the capability is provided and relevant details* *If no, describe a comparable alternate approach for consideration, if available*
2.10	Ability to integrate e-portfolios as part of a student's dashboard or profile.		
2.11	Ability to process credit card payments. If so do you accept all major Credit Cards?		
2.12	Describe your compliance with security standards such as the International organization of Standardization (ISO) and/or Payment Card Industry Data Security Standards (PCI DSS)		
2.13	Provide relevant career development content (i.e., events, articles, job postings and content customized to each student's need).		
2.14	Compliant with Section 508 of the Rehabilitation Act (29 U.S.C. 794d) as amended. (ADA)		
3	**QUALIFICATIONS AND RELEVANT EXPERIENCE**		
3.1	How many years has your company provided web based career center solutions?		
3.2	Complete RFP #__Attachment D – Offeror Data Sheet		See Attachment D Prefer Higher Education clients of similar size to Radford University
4	**CAPABILITIES, SKILLS AND CAPACITY**		
4.1	Describe your company's capability to fulfill the needs described in this Statement of Needs		

Item #	*Requested Capability*	*Yes or No*	*If yes, describe how the capability is provided and relevant details* *If no, describe a comparable alternate approach for consideration, if available*
4.2	Describe your company's hosting capabilities to accommodate 15,000 additional simultaneous users		
4.3	Provide a project plan and projected timeline after award for implementation of the proposed solution, and include a Gantt chart if possible.		
4.4	Please indicate project time commitment required by University staff for the website launch as well as estimated ongoing time commitment required by University staff once the website is up and running.		
4.5	Describe initial and ongoing training and support as well as ongoing system maintenance and upgrades.		
4.6	Describe your platform's extensibility.		
4.7	Describe platform's ability for customization.		
4.8	Describe the tools data export capabilities. Web services, CSV, excel, etc. What application programming interfaces (API) does the tool provide?		
5	**APPROACH AND METHODOLOGY**		
5.1	Is your solution compatible for use on tablets, smart phones and other mobile devices, both Apple and Android based.		
5.2	What is your average system downtime?		

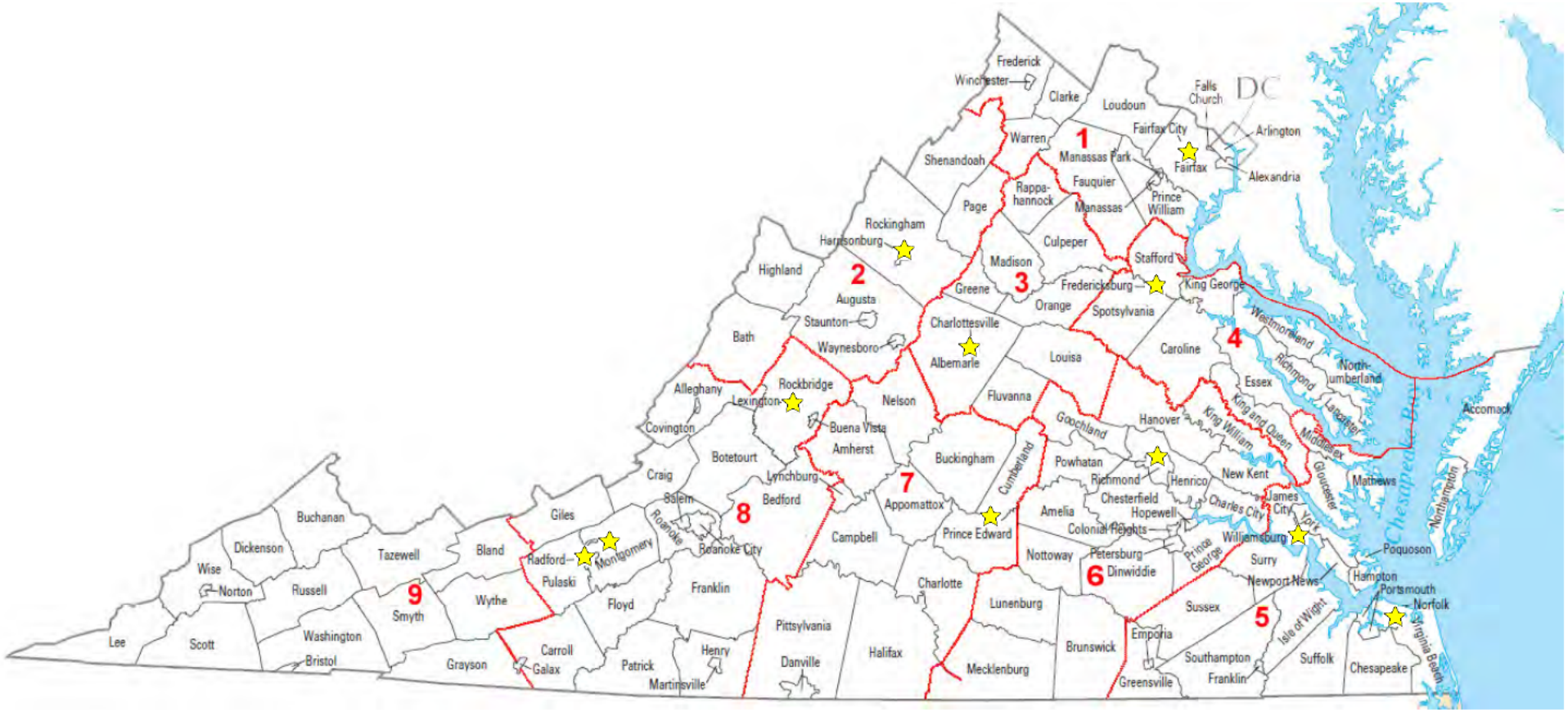
Item #	*Requested Capability*	*Yes or No*	*If yes, describe how the capability is provided and relevant details* *If no, describe a comparable alternate approach for consideration, if available*
5.3	Do you provide IT Support? What are your hours of service? If offer different support levels, please include.		
5.4	Provide sample reports generated to describe usage (number of users, amount of time used, etc)		
5.5	End-User feedback forms should be available and, systematically, reviewed and responded to in a timely way. Explain.		
5.6	User friendly solution and intuitively obvious to novice users including students, employers and advisors.		
5.7	If awarded a contract please detail how you would approach the marketing initiative to reach our campus and customer base here at Radford University.		
5.8	What is your product roadmap for the next 2-3 years.		

RFP R17-016 – Attachment I – Security Questions for Technology – Based Procurements
(Complete Form on Following Page)

COMPANY:_____			DATE COMPLETED BY COMPANY:_____	DATE REVIEWED BY ISO:_____
	YES	NO	EXPLANATION	RADFORD ISO NOTES
PROCEDURES and COMPLIANCE				
Have you undergone a Security Audit within the past year or do you have an SSAE 16, SOC 2, Type 2? Please attach.				
Do you have a documented Change Management Process?				
Do you have a formal Incident Response Plan?				
Do you have documented information security procedures?				
Are all of your employees trained in your security procedures?				
Do you perform background checks on employees?				
For HIPAA data: are you willing to sign a BA agreement?				
For Federal grants: has your data center been granted an Authority to Operate for FISMA?				
Does your company agree to be bound by the legal requirement to protect FERPA data?				
Can your installation/system be searched for e-discovery, if Radford requires it?				
In the event of your business termination,or if Radford chooses not to renew, can Radford's data be exported in a standard format to enable transfer to another platform? If so, what is that				
Does your system facilitate any type of payment, even if you are not the payment processor?				
Does your system process the payment? Does it save credit card numbers?				
Does your system hand off to an external payment processor, and if so, which one?				
When will you report security incidents to us, the customer?				
CODE DEVELOPMENT				

COMPANY:_____			DATE COMPLETED BY COMPANY:_____	DATE REVIEWED BY ISO:_____
	YES	NO	EXPLANATION	RADFORD ISO NOTES
Is your code tested for vulnerabilities? If so, what framework or set of security standards are you using for testing?				
Are your applications scanned for vulnerabilities prior to new release?				
Is your product fully accessible under ADA?				
Will University data be used in dev/test environments?				
Is your product compatible with all major browsers and OS platforms?				
APPLICATION SECURITY				
Are passwords hashed? Which algorithm are you using?				
Is all traffic encrypted from the client's browser to the application server (not BASE-64)?				
Is all access to the application logged, and can those logs be exported to another log collector (web AND application logs).				
Does your product require the use of an application ID apart from the user's login credentials?				
How often do you patch, and do you track patch levels and vulnerabilities?				
Does this application require the user to install Java?				
Do you encrypt data or allow for encryption in this application?				
IDENTITY				
Is your product compatible with Shibboleth authentication?				
Can your product be used with two-factor authentication?				
Describe the level to which roles and permisssions can be customized by the University.				

COMPANY:_____			DATE COMPLETED BY COMPANY:_____	DATE REVIEWED BY ISO:_____
	YES	NO	EXPLANATION	RADFORD ISO NOTES
JURISDICTION & THIRD PARTIES				
Where are the data centers where Radford's data will be stored (states, countries)?				
Do you employ programmers or systems personnel from non-US jurisdictions? If so, are they contractually bound to honor the security and compliance provisions of your contract with				
Do you share data or metadata with third parties not named in this business agreement?				
Do you outsource any component of the proposed business (data center, security monitoring, processing, coding) with this University to a third party? If so, please identify that party or				
If you outsource your business to third parties, do you regularly obtain security assurance reports that can be verified?				
Do you agree that Radford retains ownership of all datafor this agreement?				
MEDIA				
Describe your media destruction procedures.				
Describe your backup cycle and processes, and indicate whether your backups are encrypted.				
Are any of your backups stored outside of the United States? If so, where?				
Do you have a Disaster Recovery Plan? If yes, when was the last time it was tested?				
Is any aspect of your Recovery or Continuity plan dependent on a third party?				
What is the RTO (Recovery Time Objective) for the service under this contract?				
What is the (RPO (Recovery Point Objective) for the service under this contract?				
Is there an SLA associated with this service?				



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

Zone 1 George Mason University (Fairfax)	**Zone 2** James Madison University (Harrisonburg)	**Zone 3** University of Virginia (Charlottesville)
Zone 4 University of Mary Washington (Fredericksburg)	**Zone 5** College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	**Zone 6** Virginia Commonwealth University (Richmond)
Zone 7 Longwood University (Farmville)	**Zone 8** Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	**Zone 9**

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference Request For Proposal Number:	**R17-016**
Commodity:	**Career Center Platform**
Dated	**December 22, 2016**
For Delivery To:	**Radford University** **Agency, Commonwealth of Virginia** **501 Stockton Street** **Radford, Virginia 24142**
Proposal Due Date/Time:	**January 12, 2017 up to and including 3:00PM Eastern**

Below are questions and Answers related to the Pre-Proposal Conference Call held December 14, 2016 at 1:30PM EDT.

The numbers followed by "Q" are questions, and those followed by "A" are answers to those questions.

1Q. Can vendors submit questions in writing?

1A. Yes, they are due no later than Monday, December 19, 2016 by 5:00PM EDT.

2Q. If vendor needs more room for Attachment H, Statement of Needs Table, would RU prefer Word or Excel?

2A. Word or Excel is acceptable just need to reference the Item # from the Statement of Needs Table.

3Q. Attachment H, Statement of Needs Table, Preferred Attributes, Item 2.6, what is current registration software?

3A. Current software is Hobson's Radius and Starfish.

4Q. Are there any other systems in play that the vendor should be aware of for integration?

4A. No others except for Banner, Hobson's Radius and Starfish. NelNet and Cybersource are current providers for credit card processing.

5Q. Attachment H, Statement of Needs Table, Capabilities, Skills and Capacity, Item 4.2, it mentions 15,000 additional simultaneous users, is that alumni? What is total enrollment at Radford University?

5A. Current enrollment at Radford University is around 9,300. This estimate is also for accommodating vendors, alumni, etc.

Additional questions can be submitted until the end of next week. Monday, December 19, 2016 at 5:00PM EDT.

Vendors that called in (no vendors attended in person):

- ACS Solutions (Sales Force Implementation Partner)
- GradLeaders
- Purple Briefcase
- Salesforce

Call ended at 2:16PM

Additional questions submitted via email:

1Q. What companies have you spoken with regarding this solution in advance of this RFP?

1A. GradLeaders, Handshake, Purple Briefcase, Symplicity

2Q. What current pain points are you trying to solve, and what is causing you to want to find a new solution?

2A. At this time, Radford University is wanting to evaluate the competitive marketplace to gain a more thorough understanding of what is currently available. Please refer to Section VI, Statement of Needs.

3Q. How many Radford staff will need access to the system?

3A. At this time, we anticipate 5-10 (employer relations team, executive director, technology lead) and 9,500 students with anticipated growth up to 11,000. Please provide tiered pricing structure If pricing is based on number of users.

4Q. Is this system intended to replace or augment the current system?

4A. If new vendor other than incumbent is awarded contract, then the new system would replace current.

5Q. If replacing, what data would need to be migrated to a new system (types of data and record counts)?

5A. We may request some basic student bio information be migrated. Some information may need to be migrated from banner also.

6Q. Is this envisioned to be a stand-alone portal or something integrated with a central student portal?

6A. We envision this being a stand-alone portal initially but may desire integration to our e-Portfolios and D2L.

7Q. How do you manage the process of identifying and tracking employer relationships today?

7A. Current career center platform, Raisers Edge (through Advancement & Alumni office), and leveraging social media or verbal communication. Ability to identify, cultivate and track new employer leads/relationships has been limited and inconsistent.

8Q. Who should have the ability to post jobs and other content? Just staff, or students and external partners/employers as well?

8A. All the above including faculty.

9Q. What is meant by "e-portfolio"?

9A. An e-Portfolio is a digital collection of learning, experience, and achievements that occurs over a length of time. This type of technology encourages learners to reflect on the experiences and education that has shaped who they have become during their time here at Radford University, as well as the goals they wish to achieve after graduation. In addition, student learning captured through an e-Portfolio can become more visible and transparent to instructors and students themselves. System should allow students to link to e-portfolios if necessary

10Q. What kind of integration do you envision with Banner? One-way or two-way, and for what types of data?

10A. We will need a one-way interface of primarily demographic info into the system from Banner. An interface from the system to Banner to store relevant attributes for reporting could be utilized.

11Q. Is there, or are there any plans for, a University-wide CRM that might impact or intersect with this project?

11A. No. All current or future interfaces with this system will be with Banner.

Note: A signed acknowledgement of this addendum must be received at the location indicated on the RFP either prior to the proposal due date and hour or attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

Respectfully,

Kevin McDowell
Phone: 540-831-5356
Email: dkmcdowel@radford.edu

Name of Firm:	
Signature:	Title:
Print Name:	
Date:	

Attachment B

Contractor Proposal dated as December 31, 2016

RADFORD UNIVERSITY

PROCUREMENT AND CONTRACTS
P.O. BOX 6885
501 STOCKTON STREET
RADFORD, VA 24142

REQUEST FOR PROPOSAL
R17-016

CAREER CENTER TECHNOLOGY PLATFORM

DECEMBER 8, 2016

VIRGINIA ASSOCIATION OF STATE COLLEGE & UNIVERSITY PURCHASING PROFESSIONALS
VASCUPP

RADFORD UNIVERSITY IS A PROUD MEMBER OF VASCUPP

RADFORD UNIVERSITY

REQUEST FOR PROPOSAL
RFP # R17-016

ISSUE DATE: December 8, 2016

TITLE: **Career Center Technology Platform**

ISSUING AGENCY: **RADFORD UNIVERSITY**
Procurement and Contracts
David E. Armstrong Complex, 501 Stockton St.
Post Office Box 6885
Radford, VA 24142-6885

AGENCY WHERE WORK WILL BE PERFORMED: Radford University, Radford, VA

PERIOD OF PERFORMANCE: 2 years upon execution of contract with (8) one-year renewal options.

SEALED PROPOSALS DUE DATE/TIME: January 12, 2017 up to and including 3:00 PM Eastern Standard Time
PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME CANNOT BE ACCEPTED.

OPTIONAL PRE-PROPOSAL CONFERENCE: See Section X. December 14, 2016 at 1:30pm Eastern Time. **Conference phone number**: (888)240-2560 **Conference ID**: 555339734 **Participant:** 8915

QUESTIONS/INQUIRIES: E-mail all inquiries for information to: Kevin McDowell at Email dkmcdowel@radford.edu
Questions may be submitted by December 19th 3:00pm Eastern.

Radford University will be closed and will not accept deliveries beginning Friday 12/23/2016 through Monday 01/02/2017.

PUBLIC POSTING: Reference section 2) D)1 - *Purchasing Manual for Institutions of Higher Education and their Vendors.* Public notices shall be published on the Department of General Services central electronic procurement website, eVA (http://eva.virginia.gov), under VBO (Virginia Business Opportunities). This is the only electronic source used by Radford University Procurement and Contracts to electronically post the RFP document and Addenda.

SUBMISSION OF SEALED PROPOSALS: [Email or fax response is not acceptable to meet "sealed" criteria.]

- **Mailing Address: Radford University, Procurement and Contracts, POB 6885, Radford, VA 24142.**
- **Hand and/or Courier Delivery Address: Radford University, Procurement and Contracts, David E. Armstrong Complex, 501 Stockton Street, Radford, VA. 24142**

In compliance with this Request for Proposals and to all conditions imposed therein, the undersigned offers and agrees to furnish the goods/services described at the prices indicated in Attachment (G) - Pricing Table.
Legal Name and Address of Firm (Type or Print):

Stryder Corp. DBA Handshake	Date: 12/31/16	
660 4th St. #113	Signature: Eddie Tavarez	
San Francisco, CA 94107	Print Name: Eddie Tavarez	
	Title: Sales Development Representative	
FEI/FIN/SS No.: [redacted]	Telephone: 559-212-1999	
eVA Vendor ID or DUNS No.: 079413250	Fax:	Email: eddie@joinhandshake.com

Check all that apply: ☒ Corporation ☐ Partnership ☐ Proprietorship ☐ Individual
Department of Small Business and Supplier Diversity (DSBSD) Certification No. _____ and Expiration Date: _____
Certification Category: ☐ Woman-Owned ☐ Minority-Owned ☐ Small Business (www.sbsd.virginia.gov) for additional information.
How did you learn of this RFP? ☐eVA (eva.virginia.gov) ☐Newspaper (name _____) ☐paid service (name_____) ☒Other

Note: This public body does not discriminate against faith-based organizations in accordance with §36 of the Governing Rules or against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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Radford University Data Center RFP# 17013

I. PURPOSE

A. The intent and purpose of this Request for Proposals (RFP) is to solicit proposals from qualified sources to establish a contract through competitive negotiations with one qualified contractor to provide a career center technology platform as outlined herein, to Radford University, (hereinafter referred to as "RU", or "the University"), an agency of the Commonwealth of Virginia. It is Radford University's desire to have a platform that will simplify the employer relations business development work flow, reducing time needed to post jobs, track leads and connect with new employer partners. A system that will significantly increase the number of employers to whom students have access to for job opportunities and increase student and employer engagement in career center events.

II. BACKGROUND

A. **University Background**:
Founded in 1910 as an all-women's college, Radford University became co-educational in 1972 and was granted university status by the Virginia General Assembly in 1979. Today, the University is a flourishing coeducational, comprehensive public university that is student centered and focused on providing outstanding academic programs to approximately 10,000 students. The University offers excellent educational opportunities to students from all geographic regions of the Commonwealth as well as nationally and internationally. Because of its unique mid-size, the University provides students a winning combination of broad opportunities associated with a large university and highly personalized interactions considered the hallmark of a small institution. Through its six academic colleges, the University offers degree programs at the bachelors, masters, and doctorate levels. Further information about the university can be found at the following website: http://www.radford.edu

B. **Specific Background:** The vision of the Radford Career Center is to create an innovative place where students **can** collaborate with career consultants, alumni, faculty, employers and community leaders to explore career options, gain relevant experience and thrive. Our commitment is that every Highlander student leaves Radford University inspired, equipped and confident to leave their unique contribution in the world.

As part of the Career Center transformation we are seeking an innovative career center technology platform that will meet the dynamic needs of both the student population and our employer partners. The platform should enable and empower students to connect with employers, expand their exposure to job opportunities and be easily accessible. We are seeking a platform that can maximize job opportunities for students while minimizing complexity and work flow for the career center staff and employer partners.

The platform will have the ability to customize for each department and program. The platform should support recruiting such that prospective students may search and browse job opportunities, current and expired, to help students understand the types of jobs that the program prepares students for. The platform should also help students connect with RU alums at the companies who have advertised jobs. The ability to tie a program to potential jobs and alumni will be a critical recruiting tool.

III. CONTRACT PARTICIPATION (cooperative contract)

A. Under the authority of §6 *of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at https://vascupp.org/rules.pdf)*, it is the intent of this solicitation and resulting contracts to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead issuing institution's affiliated corporations may access any resulting contract if authorized by the contractor. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify the lead-issuing institution in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from Radford University. Radford University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the

contract. It is understood and agreed that Radford University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as the need may be. Please contact the buyer for additional information. See Attachment J for a listing of member institutions by zones ("VASCUPP Zone Map").

IV. SMALL, WOMAN-OWNED AND MINORITY-OWNED (SWAM) PARTICIPATION

A. It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities.

Radford University has established SWaM goals that are posted to the Procurement and Contract website. Links to the university's SWaM initiative can be located at: http://www.radford.edu/content/procurement/home/department-information/swam.html

See Attachment F for information on reporting spend data with subcontractors and a SWaM Table (Table A only) to complete and submit in the proposal.

V. Business 2 Business (B2B) Connect

Business 2 Business (B2B) Connect is a FREE, online and publicly accessible business-to-business message board that creates an online space for businesses to **meet, connect, and collaborate**. The message board is available on the eVA website (https://eva.virginia.gov) on the Virginia Business Opportunities link. For additional information contact eVA Customer Care as directed on eVA's home page.

VI. STATEMENT OF NEEDS

A. The Contractor shall furnish all labor, materials, equipment, supervision, etc. to provide a Career Center technology platform, that includes analytic reporting features, to Radford University as stated in Attachment H, the *Statement of Needs Table.*

The Offeror shall complete and submit Attachment H, Statement of Needs Table with their proposal.

VII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. General Requirements**:**

1. **RFP Responses**: In order to be considered for selection, the Offeror shall submit to the Purchasing Agency a complete response to this RFP. Proposals shall be a combination of **paper and electronic documents as detailed below, each containing full identical content including all attachments.**

   Format: Electronic file shall be text searchable using common business software, such as Adobe, Microsoft Word and Microsoft Excel.

   Media: Include all of the following:

   PAPER DOCUMENTS
   One (1) paper **original signed** document

   ELECTRONIC DOCUMENTS
   One (1) complete electronic proposal on individual USB drive

   REDACTED ELECTRONIC DOCUMENT
   One (1) redacted electronic proposal on a USB drive labeled **FOIA**

   No other distribution of the proposal shall be made by the Offeror.

   FOIA (Freedom of Information Act) – The one redacted FOIA proposal contains identical content, however it blacks out information that is personally identifiable (such as FIN) and, if applicable, any trade secrets and proprietary information for which the Offeror must invoke in writing the protections of Section 2.2-4342 F of the Code of Virginia. See Section VI, 3, e.

2. **Contact**: To ensure timely and adequate consideration of your proposal, Offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the Radford University Procurement Office Contract Officer indicated on the face of this document for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

3. **Proposal Presentation**:
   a. **Sign and Complete**: Proposals shall be signed by an authorized representative of the Offeror. See page 2. ***The original proposal must be clearly marked on the outside of the proposal***. All information requested must be submitted. Failure to submit all information requested may result in the University requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the University. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. All information requested by this Request for Proposal on the ownership, utilization, and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. See Attachment E. If an Offeror fails to submit all information requested, the University may require prompt submission of missing information after the receipt of proposals.
   b. **Concise & Clear**: Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
   c. **Organization**: Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the attachment, paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.
   d. **Word Usage**: As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "must" and "shall" identify requirements whose absence will have a major impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
   e. **Binding, Ownership, FOIA**: The original proposal, any if copies if requested, should be bound or contained in a single volume where practical (ex: ring binder, spiral bound, stapled, etc.). All documentation submitted with the proposal should be contained in that single volume. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to Radford University and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342 F of the *Code of Virginia*, in writing either before or at the time the data or other material is submitted. The outside of the proposal must be marked to denote proprietary information is contained in the documents. The written notice must: 1) be submitted as an attachment to the Offeror's proposal; 2) specifically identify the applicable portions of the Offeror's proposal that contains data or materials to be protected (e.g., Tab 4, pages 1 through 3); and 3) state the reasons why protection is necessary. In addition, the specific (i.e., words, figures or paragraphs) that contain proprietary or trade secret material must be identified on the applicable page(s) within the Offeror's proposal, by some distinct method, such as highlighting, underlining, etc. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
   f. **Legal Agreement**: Unless noted in the proposal, a signed and submitted proposal certifies that the firm's principals or legal counsel has reviewed the Request for Proposal General Terms and Conditions and the Special Terms and Conditions and agrees that these provisions will become a part of any final agreement, and that the principals or legal counsel has reviewed and approved the firm's entire proposal prior to submission to the university.

4. **Presentations**: Offerors who submit a proposal in response to this RFP may be invited to give a presentation of their proposal to the University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a **fact finding** and **explanation** session only and does not include negotiations. The University will schedule the time and location of these presentations. Presentations are an option for the University and may or may not be conducted.
   Radford University expects Offerors who are invited to give an oral presentation that will utilize the person or persons who will be working on the project to conduct the presentation so quality and experience of the contractor's staff can be evaluated prior to making the selection. See Section XI for the estimated schedule.

B. **Specific Proposal Requirements**: Proposals should be as thorough as possible to allow the University to properly evaluate the Offeror's capabilities and approach toward providing the required services. Offerors are required to submit the following items as a complete proposal:

1. **Complete and Sign**: The return of the completed RFP inside cover sheet (See page 2) and addenda acknowledgements, if any, signed, and filled out as required.

2. **Descriptions**: Within the Statement of Needs Table (Attachment H), include the specific methodology, approach, and plans for providing the proposed services to achieve desired results including:
   a. What, when, how and by whom the services will be performed.
   b. Projected timeline for delivery of services relative to award date of the contract.

3. **Experience and Qualifications**: Within or attached to the Statement of Needs Table (See Attachment H) and Offeror Data Sheet (See Attachment D), as appropriate, include a written narrative statement to include:
   a. Experience of the firm in providing services described herein.
   b. Names, qualifications and experience of personnel to be assigned to the project, including an organizational chart, individual qualifications and duties, etc.
   c. Resumes of key employees to be assigned to the project.

4. **References**: Provide references from at least four Higher education entities in similar size to Radford University where contractor has provided similar services. See Attachment D.

5. **Proposed Cost/Fees**: Provide a fee structure associated with goods and services proposed to fulfill requirements. This should incorporate financial considerations such as labor costs, overhead, contingency budgets, etc. See Attachment G.

6. **Identification on Proposal Envelope**: The signed proposal should be returned to the University to the attention of the identified Contract Officer in a sealed envelope or package with the following identifying information on the outside of the sealed envelope/package:

   RADFORD UNIVERSITY SEALED REQUEST FOR PROPOSAL NUMBER R17-016
   DUE DATE AND TIME: _____ FROM: _____

VIII EVALUATION AND AWARD CRITERIA

A. **Evaluation Criteria**: Proposals will be evaluated for full compliance with the RFP requirements and the mandatory terms and conditions set forth within the RFP document. The objective of the Evaluation Committee will be to select the contractor that is most responsive to the herein described needs and represents the best value for Radford University.

The proposals will be evaluated by Radford University using the following weighted evaluation criteria.

	Evaluation Criteria	**Percentage of Points**
1	Qualifications and Relevant Experience	15%
2	Capabilities, Skills, and Capacity	35%
3	Approach and Methodology	25%
4	Cost/Fees	15%
5	SWaM - Participation of Small Businesses and Businesses Owned by Women and Minorities	10%
	TOTAL	100%

B. **Award of Contract:** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offers so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

IX. REPORTING AND DELIVERY REQUIREMENTS

A. The Contractor shall provide a weekly progress report to the Contract Administrator outlining the following:

1. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.

2. The projected completion dates for the remaining tasks required by the contract.

B. The contractor shall provide a quarterly report to the Radford University Director of Supplier Diversity and Contract Administration detailing the small business subcontractor spending. See Attachment F.

X. OPTIONAL PRE-PROPOSAL CONFERENCE (in-person or by phone)

A. An optional pre-proposal conference will be held **December 14, 2016 at 1:30pm** Eastern Standard Time in the Procurement and Contracts Conference Room located in the Armstrong Complex. The street address is 501 Stockton Street, Radford, VA 24142. While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. It is recommended you have a copy of the solicitation readily available to review during the pre-proposal conference.

B. The purpose of the conference is to allow potential Offerors an opportunity to present questions and requests for clarification, with final responses provided in an RFP Addendum that is published to eVA (http://eva.virginia.gov). The Addendum will include any updates to the RFP, including changes and questions with answers.

C. Potential Offerors may attend via teleconference in lieu of in person. The phone number and access code is as follows: **Conference dial in phone number**: (888)240-2560 **Conference ID:** 555339734 **Participant:** 8915

XI. RFP ANTICIPATED SCHEDULE (Subject to change)

A. The schedule below provides the anticipated week ending date for several progress points within the RFP process, all subject to change. Note that the Proposal Due date is an exact date, not a 'Week Ending' date.

Action Item	***Date or Week Ending (w/e)***
Issue RFP and Submit to Newspaper	w/e 12/9/2016
Optional Pre-Proposal Conference Date (in-person or phone)	12/14/2016 at 1:30pm Eastern
Proposals Due (see RFP page 2)	01/12/2017 at 3:00pm Eastern
Proposal Evaluations to Procurement and Contracts	w/e 01/27/2017
Response to Clarification Questions Due	w/e 02/03/2017
Presentations (if required)	w/e 02/10/2017
Subsequent Evaluations to Procurement and Contracts	w/e 02/24/2017
Negotiations Begin	w/e 02/24/2017
Award	w/e 03/10/2017

XII. INVOICING AND PAYMENT:

A. The Contractor shall submit a fully itemized invoice that references the Radford University contract number, material description, quantities and unit prices, and Purchase Order number. Payment will be made thirty days after receipt of proper invoice for the amount of payment due, or thirty days after receipt of goods / services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Payment Act. Mail or Email Invoice(s) to:

RADFORD UNIVERSITY
ACCOUNTS PAYABLE
POST OFFICE BOX 6906
RADFORD, VA 24142-6906
Email: acctspayable@radford.edu

XIII. ATTACHMENTS

Attachments A-C: Informational and Compliance

Sample Contract

General Terms and Conditions

Special Terms and Conditions

Attachments D-H: To be completed and submitted by Offeror

Offeror Data Sheet

W-9 Request for Taxpayer Identification Number and Certification Form

SWaM Utilization Plan

Pricing Table

Statement of Needs Table

RADFORD UNIVERSITY

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: Rxxxxx

This contract entered into this __ day of _____, 20__, by _____, located at (insert complete physical address), hereinafter called the "Contractor" and Commonwealth of Virginia, **Radford University**, called the "Purchasing Agency, located at 801 East Main Street, Radford, VA. 24142."

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

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

III. **TERM OF CONTRACT:** From _____ through _____ with _____ **(1) year renewal options or as negotiated, to include all contractual provisions contained herein.**

IV. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**

A. This signed form (Radford University Commonwealth of Virginia's Standard Contract inclusive of Commonwealth of Virginia General Terms and Conditions-Radford University and Special Terms and Conditions.

B. Radford University's Request for Proposal (RFP) Rxx-xxx dated _____, Addendum xxx dated _____ (list all addendums in this format). (Attachment A);

C. Contractor's Proposal signed and dated _____ (Attachment B);

D. Contractor's supplemental contract correspondence (Attachment C); (e.g., clarification and negotiation points) dated as follows:

1. **(list each document by title and execution date)**

E. This Standard Contract identifies terms as negotiated and as agreed by both parties. In the event there is a conflict between the Standard Contract, Request for Proposal # Rxx-xxx, the Contractor's Proposal or Negotiation/Clarification points, the Standard Contract shall prevail.

V. **FINANCIAL CONSIDERATIONS:**

VI. **CONTRACT ADMINISTRATION: [Include CA Special Term listing CA title with all contact information.]**

VII. **COMMONWEALTH OF VIRGINIA GENERAL TERMS AND CONDITIONS:**

VIII. **SPECIAL TERMS AND CONDITIONS:**

A. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§23-38-88 et seq.) of Title 23 of the Code of Virginia, and in particular § 23-38.90 of the Restructuring Act, referred to as the *"Governing Rules"* and the *Purchasing Manual for Institutions of Higher Education and Their Vendors."*

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

CONTRACTOR:	**PURCHASING AGENCY: RADFORD UNIVERSITY**
Print Name: _____	**Print Name: _____**
Title: _____	**Title: _____**
Signature: _____	**Signature: _____**
Date: _____	**Date: _____**

COMMONWEALTH OF VIRGINIA GENERAL TERMS AND CONDITIONS – RADFORD UNIVERSITY

A. **ANTI-DISCRIMINATION**: By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 9 & 10 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. (Governing Rules, §35).

In every contract over $10,000 the provisions in 1and 2 Below apply:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating 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 provision of 1. Above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. **ANTITRUST**: By entering into a contract, the contractor conveys, sells, assigns, and transfers to Radford University and the Commonwealth of Virginia all rights, title and interest in and to all causes of 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.

C. **ANNOUNCEMENT OF AWARD**: Upon award or the announcement of the decision to award a contract over $50,000 as a result of this solicitation, the Radford University will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) and the Procurement and Contracts Public Posting Board for a minimum of ten (10) days.

D. **APPLICABLE LAWS 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 agency and the contractor are encouraged to resolve any issues in controversy

arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Governing Rules, §56). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

E. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of Radford University, an agency of the Commonwealth.

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

G. **BID PRICE CURRENCY**: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer in U.S. dollars.

H. **CHANGES TO THE CONTRACT**: Changes can be made to the contract in any of the following ways:

1. The parties may agree to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify Radford University of the adjustment to be sought, and before proceeding to comply with the notice, shall await the University's decision affirming, modifying, or revoking the prior written notice. If Radford University decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement between the parties in writing; or

   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

   c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed in 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 clause provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor 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.

I. **CLARIFICATION OF TERMS**: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation by the designated time indicated. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **DEBARMENT STATUS**: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or 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.

K. **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.

L. **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 manufacturer, sale, distribution, dispensation, possession, or use of controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions: (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, possession or use of any controlled substance or marijuana during the performance of the contract.

M. **ETHICS IN PUBLIC CONTRACTING**: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/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.

N. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS**: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
(i) DSBSD-certified Small Businesses: 1%, capped at $500 per order.
(ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at $1,500 per order.

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.**(*Updated by DP&S July 1, 2014).**

You are required to register through the eVA website at (www.eva.virginia.gov). Click on the "Vendor" tab and follow the registration instructions. If you need assistance, or on line directions, please contact Radford University at (540) 831-5429.

O. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By submitting their (bids/proposals), (bidders/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.

P. **INSURANCE**: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage 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. The bidder or 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 COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- Workers' 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 number of employees that change their workers' compensation requirements under the Governing Rules during the course of the contract shall be in noncompliance with the contract.

- Employer's Liability - $ 100,000.

- Commercial General Liability - $1,000,000 per occurrence and $2,000,000 in the aggregate. 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 name as an additional insured and so endorsed on the policy.

- Automobile Liability - $1,000,000 combined single limit (Required if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

Professional Service	**Limits**
Accounting	$1,000,000 per occurrence, $3,000,000 aggregate
Architecture	$2,000,000 per occurrence, $6,000,000 aggregate
Asbestos, Design, Inspection or Abatement Contractors	$1,000,000 per occurrence, $3,000,000 aggregate

Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals or Health Maintenance Organizations) $1,725,000 per occurrence, $3,000,000 aggregate NOTE: Limits increase each July 1 through fiscal year 2031, as follows:

	July 1, 2013 - $2,100,000 July 1, 2014 - $2,150,000. This complies with §8.01-581.15 of the Code of Virginia. July 1, 2015 - $ 2,200,000. This complies with §8.01-581.15 of the Code of Virginia.
Insurance Risk Management	$1,000,000 per occurrence, $3,000,000 aggregate
Professional Service Limits	
Landscape/Architecture	$1,000,000 per occurrence, $1,000,000 aggregate
Legal	$1,000,000 per occurrence, $5,000,000 aggregate
Professional Engineer	$2,000,000 per occurrence, $6,000,000 aggregate
Surveying	$1,000,000 per occurrence, $1,000,000 aggregate

*When Used: FOR CONSTRUCTION SERVICE CONTRACTS AND GOODS CONTRACTS WHEN INSTALLATION IS REQUIRED. Required in all solicitations where a contractor will perform work or services in or on state facilities. The limits are minimums and may be increased. When soliciting one of the Professions/Services listed above the specific profession/service referenced in the bid/offer shall apply. When not soliciting any of the professions/services in the bid/offer they will not apply to the solicitation.

Q. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:

1. (For Invitation for Bids): Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection for the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

2. (For Request for Proposals): 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.

R. 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, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. 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 form 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.

S. PAYMENT:

1. Prime Contractor:

   a. Invoices for items ordered, delivered and accepted shall be submitted directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number. Radford University's payment address is as follows:

RADFORD UNIVERSITY
ATTN: ACCOUNTS PAYABLE
PO BOX 6906
RADFORD, VA. 24142
Email: acctspayable@radford.edu

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods and 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 should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Governing Rule §53.)

2. <u>To Subcontractors</u>:

a. 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 record 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 prohibited under the terms of the contract) on all amounts owed by contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's Obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

c. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only substantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary,

confirmed by the agency or institution, or other appropriate penalties may be accessed in lieu of withholding such payment.

T. **PRECEDENCE OF TERMS**: The following General Terms and Conditions COMMONWEALTH OF VIRGINIA PURCHASING MANUAL for INSTITUTIONS OF HIGHER EDUCATION and THEIR VENDORS. APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT 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.

U. **PURCHASING MANUAL**: This solicitation is subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendor's 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 University Procurement and Contracts Office and may also be viewed at https://vascupp.org.

V. **QUALIFICATIONS OF (BIDDERS/OFFERORS)**: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/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 (bidder/offeror) physical facilities prior to award to satisfy questions regarding the (bidder/offeror) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the services and/or furnish the goods contemplated therein.

W. **TAXES**: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption 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 number is 54-73-0076K.

RFP R17-016 - Attachment C - IT Special Terms and Conditions

A. TITLE: Clear and unrestricted title for any item of equipment purchased under this purchase order shall pass to the Commonwealth of Virginia whenever acceptance is provided by the state in accordance with date of acceptance.

B. DATE OF ACCEPTANCE: The date of acceptance for all equipment, software, or services shall be the first day after completion of successful installation or testing, or the final acceptance of any services provided unless stated otherwise within the solicitation, the state shall be given fifteen (15) days to test the equipment, software or service provided under this purchase order.

C. CERTIFICATION TESTING PERIOD:

1. **Systems:** The system specified in the contract shall be considered ready for testing upon receipt of documentation from the contractor that a successful system audit or diagnostic test was performed at the site demonstrating that the system meets the minimum design/performance capabilities stipulated in the purchase agreement. The fifteen (15) day testing period (may be shortened by the procuring agency) shall commence on the next calendar day following receipt of this documentation. Upon request, the procuring agency will provide written confirmation of its acceptance following successful completion of the certification period. Such acceptance shall not be conclusive of complete conformance in all respects to the contract specifications and other requirements, or the nonexistence of potential latent defects.

D. CONFIDENTIALITY:

1. (Commonwealth): The Commonwealth agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the contractor's responsibility to fully comply with § 2.2-4342 of the *Code of Virginia*. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the Commonwealth.
2. (Contractor): The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the agency, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project will be required to sign the Confidentiality statement in this solicitation.

E. DEFINITION:

1. Equipment: As used herein, the terms equipment, product, or system shall include hardware and software (when applicable) and any materials or supporting documentation. Such documentation may include but is not limited to: users' guides, operations manuals with part lists, copies of all applicable warranties, and any other pertinent information necessary for the proper operation and maintenance of the equipment being acquired.

2. Software: As used herein, the terms software, product, or software products shall include all related materials and documentation whether in machine readable or printed form.

F. DEMONSTRATIONS: By submitting a bid, the bidder certifies that the specified equipment is in productive use and capable of demonstration in the proposed configuration. The Commonwealth reserves the right to require bidders to demonstrate the functionality of proposed equipment to its satisfaction prior to making an award decision. Such demonstration is intended to show that a vendor's products will perform in a completely satisfactory manner and that they will meet or exceed the performance specifications contained in the solicitation. Failure by a vendor to promptly comply with a request for demonstration could result in their bid being rejected. Failure to reject shall not relieve the vendor of its obligation to fully comply with all requirements of the contract.

G. EXCESSIVE DOWNTIME: Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 4 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of in-operability. The period of in-operability shall commence upon initial notification.

H. LATEST SOFTWARE VERSION: Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.

I. LIMITATION OF USE: The Commonwealth's right to use computer software developed entirely at private expense may be limited by the contractor as stipulated in this contract. Notwithstanding any provision to the contrary however, the Commonwealth shall have at a minimum: unlimited use of the software on the equipment for which it is purchased; use of the software on a secondary system for backup purposes should the primary system become unavailable, malfunction, or is otherwise rendered inoperable; use of the software at another Commonwealth site should the system be entirely transferred to that location; the right to make a backup copy for safekeeping; the right to modify or combine the software with other programs or materials at the Commonwealth's risk; and the right to reproduce any and all documentation provided such reproduction is for the sole use of the Commonwealth. These rights are perpetual and irrevocable; in the event of any actual or alleged breach by the Commonwealth, the contractor's sole remedy shall be to pursue a monetary claim in accordance with § 2.2-4363 of the *Code of Virginia*.

J. NEW PRODUCTS: Unless otherwise requested in the solicitation, all equipment furnished under the contract shall be new, unused equipment. All software provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.

K. OWNERSHIP OF INTELLECTUAL PROPERTY: All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

L. PARKING POLICY: All contractors' vehicles parked on the Radford University campus must be registered with the Radford University Parking Services Department and display a valid contractor's parking pass. A pass may be obtained by filling out an application for a Radford University Contractor's Parking Pass and submitting it to the Radford University Parking Services Department. Contractors should be aware that vehicles parked on the Radford University campus without a parking pass or permit are subject to ticketing and fines. Operating vehicles on sidewalks, plazas, and areas heavily occupied by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on Radford University sidewalks, plazas and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to http://parking.asp.radford.edu/. Radford University Parking Services may also be contacted by calling (540) 831-6361. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

M. PCI COMPLIANCE: Contractor represents and warrants that for the life of the contract and/or while Contractor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (https://www.pcisecuritystandards.org/index.shtml). In the case of a third-party payment application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Contractor acknowledges and agrees that it is responsible for the security of all University customer cardholder data in its possession. Contractor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Contractor shall, upon written request, furnish proof

of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. At a minimum, the following documentation shall be provided upon request:

Payment Card Industry (PCI) Data Security Standard Attestation of Compliance for Onsite Assessments (Merchants and/or Service Providers version, as applicable)

Approved Scanning Vendor (ASV) Scan Report Attestation of Scan Compliance

Contractor agrees that, notwithstanding anything to the contrary in the Agreement or the Addendum, the University may terminate the Agreement immediately without penalty upon notice to the Contractor in the event Contractor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

N. PRODUCT SUBSTITUTION: During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product and/ or software identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee.

O. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or until the solicitation is canceled.

P. QUALIFIED REPAIR PESONNEL: All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification prior to award and at any time during the term of the contract.

Q. RENEWAL OF MAINTENANCE: Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for ongoing one-year period(s), under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by more than the percentage increase or decrease in the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.

R. SERVICE PERIOD (EXTENDED): Due to the criticality of the applications for which the equipment and/or software is purchased, the contractor shall provide 24 hours a day, 7 days a week, maintenance support. All necessary repairs or corrections shall be completed within 48 hours of the initial notification.

S. SERVICE REPORTS: Upon completion of any maintenance call, the contractor shall provide the agency with a signed service report that includes, at a minimum: a general statement as to the problem, action taken, any materials or parts furnished or used, and the number of hours required to complete the repairs.

T. SOFTWARE UPGRADES: The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.

U. SOFTWARE DISPOSITION: Unless otherwise instructed by the contractor, the Commonwealth shall render unusable all copies of software acquired under the contract within thirty days of termination of its license, except that the Commonwealth does reserve the right to retain one copy of the software for archival purposes when appropriate.

V. SOURCE CODE: In the event the contractor ceases to maintain experienced staff and the resources needed to

provide required software maintenance, the Commonwealth shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.

W. TERM OF SOFTWARE LICENSE: Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.

X. THIRD PARTY ACQUISITON OF SOFTWARE: The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contracts terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.

Y. TITLE TO SOFTWARE: By submitting a bid, the bidder represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

Z. WARRANTY AGAINST SHUTDOWN DEVICES: The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

AA. WARRANTY OF SOFTWARE: The contractor warrants the operation of all software products for a period of __36_ months from the date of acceptance. During the warranty period, the contractor shall provide 24- hour toll free phone support and all patches, fixes, revisions, updates, upgrades, and minor releases to both the software and its supporting documentation. In addition, the contractor shall provide a two-hour return call response time and complete all necessary patches/fixes within 48 hours of initial notification.

BB. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to Radford University will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that Radford University has purchased or uses any of its products or services, and the contractor shall not include Radford University in any client list in advertising and promotional materials.

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. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or non-stock corporation, limited liability company, business, trust, or limited partnership or registered as a registered

limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required by Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business fails to remain in compliance with the provisions of this section.

EE. CANCELLATION OF CONTRACT: Radford University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days' written notice to the contractor. In the event the initial contract period is more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days' written notice to the other party. Any contract cancellation notice shall not relieve the contract of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

FF. COMMUNICATIONS: Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue until either a Contractor has been selected or the University Procurement and Contracts Department rejects all proposals. Formal communications shall be directed to the University Procurement and Contracts Department. Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Procurement and Contracts Department representative may result in the offending Offeror's proposal being rejected.

GG. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that the information and data obtained as to personal facts and circumstances related to students or staff will be collected and held confidential, during and following the contract, and will not be divulged without the individual's and the University's written consent and only in accordance with federal law or Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

HH. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:
    i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
    ii. To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
    iii. That the University Contract Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Contract Office, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contractor Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in/phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

II. CONTRACT ADMINISTRATION: Radford University assigns "Contract Administrators" to each contract awarded. The Contract Administrator shall be the initial point of contact for the Contractor**.** Contract Administrators are charged with ensuring the terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule, and reporting noncompliance issues to the Procurement and Contracts

Department at Radford University. Contract Administrators **do not** have the authority to authorize changes and/or modifications to the contract. Should noncompliance issues exist and cannot be resolved at this level or changes/modifications to the contract are required, the assigned Contract Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator. The assigned Contract Administrator will be **Executive Director Career Services**.

JJ. CONTRACTOR PERSONNEL: All employees of the contractor shall comply with the rules and regulations of the University and shall maintain proper conduct. In the event the University finds, at is sole discretion, that an employee of the contractor is objectionable to the University that employee shall be removed by the contractor from the University grounds and shall not again be employed by the contractor on University grounds until approved by the University.

KK. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

LL. IDENTIFICATION OF PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:

Name of Offeror:	**RFP#**
Address:	**Due Date:** **Time:**
	RFP Title:
City, State, Zip Code	**Contract Officer:**

This envelope should be addressed as directed on the Request For Proposal Face Sheet of this solicitation. If a proposal not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other offers should be placed in the envelope.

MM. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the issuing agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

NN. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this contract, is purchased or upgraded by or for the use of any state agency or institution or political subdivision of the Commonwealth (the "Technology) shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this 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 the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because of 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, 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

All information technology which, pursuant to this contract, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology) shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration (http://www.section508.gov/). The requirements of this paragraph along with the Non-Visual Access to Technology clause shall be construed to achieve full compliance with the Information Technology Access Act § 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

OO. PARKING POLICY: All contractors' vehicles parked on the Radford University campus must be registered with the Radford University Parking Services Department and display a valid contractor's parking pass. A pass may be obtained by filling out an application for a Radford University Contractor's Parking Pass and submitting it to the Radford University Parking Services Department. Contractors should be aware that vehicles parked on the Radford University campus without a parking pass or permit are subject to ticketing and fines. Operating vehicles on sidewalks, plazas, and areas heavily occupied by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on Radford University sidewalks, plazas and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to http://parking.asp.radford.edu/. Radford University Parking Services may also be contacted by calling (540) 831-6361. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

PP. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or until the solicitation is canceled.

QQ. REFERENCES: Bidder shall provide a list of at least four (4) 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.

RR. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for 8 successive one year periods under the terms and conditions of the original contract except as stated in A. and B. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

a. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one-year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Consumer Price Index for All Urban Consumers (Current Series) <CPI-U> released by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

b. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Consumer Price Index for All Urban Consumers (Current Series) released by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

SS. SPECIAL DISCOUNTS: The contractor shall extend any special educational or promotional sale prices or discount immediately to the University during the term of the contract. Such notices shall also advise the duration of the specific sale or discount price.

TT. VIRGINIA FREEDOM OF INFORMATION ACT: Except as provided, once an award is announced, all proposals/bids submitted to this RFP/IFB will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection*

RFP R17-016 - Attachment D - Offeror Data Sheet

Attachment D is to be completed and submitted by the Offeror as part of a complete Proposal.
*Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid/offer nonresponsive.

Qualifications:
The Offeror must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

Vendor's Primary Contact for this RFP:

NAME: Eddie Tavarez **TITLE:** University Partnerships

PHONE: 559-212-1999 **EMAIL:** eddie@joinhandshake.com

Years in Business:
Indicate the length of time the Offeror's company has been in business providing services specific to a Career Center Platform.

YEARS: 2 **MONTHS:** 11

References: Indicate below a listing of at least four (4) current or recent Higher education clients of similar size to Radford University that your company is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address and telephone number of the point of contact. The Contact should be knowledgeable about the design, implementation, training, and service the Offeror's company provided to the referenced company.

1) Company: Witchita State	**Contact Name and Title:** Connie Dietz - Executive Director
Phone: (316) 978-6984 **Fax:** ( )	**Email:** connie.dietz@wichita.edu
Project: Handshake User	
Dates of Service: 7/15/2015 - Present	**$ Value:**
2) Company: University of Idaho	**Contact Name and Title:** John Mangiantini - Executive Director
Phone: (208) 885-2100 **Fax:** ( )	**Email:** johncm@uidaho.edu
Project: Handshake User	
Dates of Service: 02/03/2015	**$ Value:**

3) Company: Biola University	**Contact Name and Title:** Nicole Holleran - Assistant Director
Phone: (562**)** 903-4875 **Fax: ( )**	**Email:** career.development@biola.edu
Project: Handshake User	
Dates of Service: 5/25/16	**$ Value:**

4) Company: Whittier College	**Contact Name and Title:** Deborah Pratt - Associate Dean
Phone: (562**)** 907.4230 **Fax: ( )**	**Email:** dpratt@whittier.edu
Project: Handshake User	
Dates of Service: 5/11/2016	**$ Value:**

LOST ACCOUNTS: If you have lost accounts in the past (12) twelve months please indicate below providing the reasons as to why.

5) Company:	**Contact Name and Title:**
Phone: ( ) **Fax: ( )**	**Email:**
Project:	
Dates of Service:	**$ Value:**

6) Company:	**Contact Name and Title:**
Phone: ( ) **Fax: ( )**	**Email:**
Project:	
Dates of Service:	**$ Value:**

RFP R17-016 - Attachment E - W-9 Request for Taxpayer Identification Number and Certification [Complete Form on Following Page]

Form **W-9**

Commonwealth of Virginia
Substitute W-9 Form

Revised July 2014

Request for Taxpayer Identification Number and Certification

Section 1 - Taxpayer Identification

☐ **Social Security Number (SSN)**

☐ **Employer Identification Number (EIN)**

— — — — — — — — —

Please select the appropriate Taxpayer Identification Number (EIN or SSN) type and enter your 9 digit ID number . The EIN or SSN provided must match the name given on the "Legal Name" line to avoid backup withholding. If you do not have a Tax ID number, please reference "Specific Instructions - Section 1." If the account is in more than one name, provide the name of the individual who is recognized with the IRS as the responsible party.

Dunn & Bradstreet Universal Numbering System (DUNS) (see instructions)

— — — — — — — — —

Legal Name:

Business Name:

Entity Type		Entity Classification		Exemptions (see instructions)
☐ Individual	☐ Corporation	☐ Professional Services	☐ Medical Services	Exempt payee code (if any):
☐ Sole Proprietorship	☐ S-Corporation	☐ Political Subdivision	☐ Legal Services	(from backup withholding)
☐ Partnership	☐ C-Corporation	☐ Real Estate Agent	☐ Joint Venture	_____
☐ Trust	☐ Disregarded Entity	☐ VA Local Government	☐ Tax Exempt Organization	Exemption from FATCA reporting code (if any):
☐ Estate	☐ Limited Liability Company	☐ Federal Government	☐ OTH Government	
☐ Government	☐ Partnership	☐ VA State Agency	☐ Other	_____
☐ Non-Profit	☐ Corporation			

Contact Information

Legal Address:		Name:	
		Email Address:	
City:	State : Zip Code:	Business Phone:	
Remittance Address:		Fax Number:	
		Mobile Phone:	
City:	State : Zip Code:	Alternate Phone:	

Section 2 - Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined later in general instructions), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See instructions titled Certification

Printed Name:		
Authorized U.S. Signature:		Date:

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. *Article 20 of the U.S.-China income tax treaty allows an exemption* from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see Section 2 Certification – Page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate Instructions for the Requestor of Form W-9 for more information.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requestor of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no

reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Section 1 -Taxpayer Identification

Check the appropriate Tax Identification Number (TIN) type. Enter your EIN/SSN in the space provided. If you are a resident alien and you do not have and /or are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site **www.irs.gov**.

If you do not have a TIN, apply for a TIN immediately, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester. **Note:** *Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.*

Enter the TIN which coincides with the 'Legal Name' provided on the form.

a. If you are an individual, check the "Social Security Number (SSN)" box and enter the SSN.
b. If you are a Grantor or Revocable Trust, check the "Social Security Number (SSN)" box and enter the SSN of the Grantor.
c. If you are a Resident Alien, check the "Social Security Number (SSN)" box and enter your SSN or your ITIN (IRS Individual Taxpayer Identification Number).
d. If you are a Sole Proprietor, check the "Social Security Number (SSN)" box and enter the SSN of the sole proprietor.
e. If you are a Single-Member LLC that is disregarded as an entity, check the "Social Security Number (SSN)" box and enter the member's SSN.

Note: If an LLC has one owner, the LLC's default tax status is "disregarded entity". If an LLC has two owners, the LLC's default tax status is "partnership". If an LLC has elected to be taxed as a corporation, it must file IRS Form 2553 (S Corporation) or IRS Form 8832 (C Corporation).

Vendors are requested to enter their **Dunn and Bradstreet Universal Numbering System** (DUNS), if applicable. See number requirement below.

Dunn and Bradstreet Universal Numbering System (DUNS) number requirement . The United States Office of Management and Budget (OMB) requires all vendors that receive federal grant funds have their DUNS number recorded with and subsequently reported to the granting agency. If a contractor has multiple DUNS numbers the contractor should provide the primary number listed with the Federal government's Central Contractor Registration (CCR) at www.ccr.gov . Any entity that does not have a DUNS number can apply for one on-line at http://www.dnb.com/us/ under the DNB D-U-N Number Tab.

Legal Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name. If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form. If you are using a name other than that which is listed on a Social Security Card, please enter the legal entity name **as filed with the IRS**. In general, enter the name shown on your income tax return. Do not enter a Disregarded Entity Name on this line.

Business Name. Business, Disregarded Entity, trade, or DBA ("doing business as") name.

Entity Type. Select the appropriate entity type.

Individual. If you are an individual, you must generally enter the name shown on your income tax return.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Legal Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business Name" line.

Partnership. A partnership is an entity reflecting a relationship existing between two or more persons who join to carry on a trade or business. Enter the partnerships entity's name on the "Legal Name" line. This name should match the name shown on the legal document creating the entity. You may enter your business, trade, or "doing business as (DBA) name on the "Business Name" line.

Trust. A legal entity that acts as fiduciary, agent or trustee on behalf of a person or business entity for the purpose of administration, management and the eventual transfer of assets to a beneficial party. Enter the name of the legal entity on the "Legal Name" line.

Estate. A separate legal entity created under state law solely to transfer property from one party to another. The entity is separated by law from both the grantor and the beneficiaries. Enter the name of the legal entity on the "Legal Name" line.

Government. The Government of any State, any Political Subdivision of any State, any Agency or Instrumentality of a State or of a Political Subdivision of a State.

Non-Profit. An organization that is organized and operated exclusively for exempt purposes and none of its earnings may inure to any private shareholder or individual.

Corporation. A company recognized by law as a single body with its own powers and liabilities, separate from those of the individual members. Enter the entity's name on the "Legal Name" line and any trade or "doing business as (DBA)" name on the "Business Name" line.

S-Corporation. A corporation that is taxed like a partnership: a corporation in which five or fewer people own at least half the stock. Enter the entity's name on the "Legal Name" line and any trade or "doing business as (DBA)" name on the "Business Name" line.

C-Corporation. A business that is taxed as a separate entity: a business taxed under Subchapter C of the Internal Revenue Code and legally distinct from its owners. Enter the entity's name on the "Legal Name" line and any trade or "doing business as (DBA)" name on the "Business Name" line.

Limited liability Company (LLC). An LLC with at least two members is classified as a partnership for federal income tax purposes unless it files Form 8832 and affirmatively elects to be treated as a corporation. Enter the name of the partnership or corporation. An LLC with only one member is treated as an entity disregarded as separate from its owner for income tax purposes (but as a separate

entity for purposes of employment tax and certain excise taxes), unless it files Form 8832 and affirmatively elects to be treated as a corporation. If you are a single-member LLC (including a foreign LLC with a domestic owner) that is **disregarded** as an entity separate from its owner, **enter the owner's name on the "Legal Name" line. Caution**: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Entity Classification. Select the appropriate classification type.

Contact Information. Enter your contact information.

Enter your **Legal Address**. Enter your **Remittance Address**. A **Remittance Address** is the location in which you or your entity receives business payments.

Enter your **Business Phone Number.** Enter your **Mobile Phone Number**, if applicable. Enter your **Fax Number**, if applicable. Enter your **Email Address**.

For clarification on IRS Guidelines, see www.irs.gov.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code below.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:
1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2 - The United States or any of its agencies or instrumentalities
3 - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities
4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities
5 - A corporation
6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
7 - A futures commission merchant registered with the Commodity Futures Trading Commission
8 - A real estate investment trust
9 - An entity registered at all times during the tax year under the Investment Company Act of 1940
10- A common trust fund operated by a bank under section 584(a)
11 - A financial institution
12 - A middleman known in the investment community as a nominee or custodian
13 - A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for. . .	THEN the payment is exempt for. .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1]See Form 1099-MISC, Miscellaneous Income, and its instructions.
[2]However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A - An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B - The United States or any of its agencies or instrumentalities
C - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
E - A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
F - A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G - A real estate investment trust
H - A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I - A common trust fund as defined in section 584(a)
J - A bank as defined in section 581
K - A broker
L - A trust exempt from tax under section 664 or described in section 4947(a)(1)
M - A tax exempt trust under a section 403(b) plan or section 457(g) plan

Section 2 - Certification

To establish to the paying agent that your TIN is correct, you are not subject to backup withholding, or you are a U.S. person, or resident alien, sign the certification on Form W-9. You are being requested to sign by the Commonwealth of Virginia.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

Submission:
Commonwealth Vendor Group
Post Office Box 1971
Richmond, VA 23218-1971
CVG@doa.virginia.gov
804.823.2701 (fax)

RFP R17-016 - Attachment F - SWaM Utilization Plan

Attachment F, Table A is to be completed and submitted by the Offeror as part of a complete Proposal.

A. Table A - Complete the SWaM Utilization Plan table below and submit with Proposal. See www.sbsd.virginia.gov for additional information on DSBSD certification.

SWaM Vendor Name, Address, Phone	Virginia DSBSD Certification # and Expiration	Knowledgeable Contact Name, Title, Email	Goods/Services to be Provided	$ Planned Spend and % of Total $

***This information will be used to determine percentage of points assigned to Evaluation Criteria if Offeror is not a DSBSD SWaM certified vendor.**

B. Table B is not to be completed for the proposal. If contract is awarded, the contractor shall provide the below quarterly report to the Radford University Director of Supplier Diversity and Contract Administration detailing the small business utilization actual spending. The quarterly report will be due the first week of the subsequent month for each quarter year, consisting of Jan-Mar, Apr-Jun, Jul-Sep, and Oct-Dec. The report must be submitted to the following address (email preferred):

Radford University
Director of Supplier Diversity and Contract Administration
POB 6885
Radford, Virginia 24142
amah@radford.edu

Table B is on the following page for reference only – do not complete the Quarterly SWaM Subcontractor Expenditure Reporting Form as part of the proposal.

THIS PAGE FOR REFERENCE ONLY - DO NOT COMPLETE FOR RFP R17-016 PROPOSALS

Radford University
Quarterly SWaM Subcontractor Expenditure Reporting Form

The subcontractor expenditure information provided on this form will be submitted in an electronic dashboard on behalf of Radford University to the Virginia Department of Small Business and Supplier Diversity (DSBSD). Provide all information requested for actual expenditures for the monthly billing period.

Reporting Period: Fiscal Year _____ Quarter Ended _____

Prime Contractor Information: Complete one form for each Prime Contractor

Company Name: _____ Company Contact: _____
Company Address: _____ Company Tax ID: _____
_____ RU Contract/Project ID _____
_____

Subcontracting Expenditures: The amount paid by prime contractors to DSBSD-certified SWaM business for work directly traceable to the fulfillment of a contract or project with Radford University.

Table B:

Subcontractor Name	Subcontractor Tax ID	Category * (MB/WB/SB)	Subcontractor Dollar Amount	DSBSD Certification Number

* Category: (MB) Minority Business, (WB)Women-owned Business, and (SB) Small Business.
(Attach additional pages if necessary)

Summary of Expenditures by SWaM Category

Total Subcontracting Amount with Minority Businesses (MB)	Total Subcontracting Amount with Women-owned Business (W)	Total Subcontracting Amount with Small Business (SB)

Submitted by: _____ **Name:** _____

Title: _____ **Signature** _____

Telephone: _____ **Title** _____

RFP R17-016 - Attachment G - Pricing Table

Attachment G is to be completed and submitted by the Offeror as part of a complete Proposal.
Offerors shall identify **all** costs associated with providing the services as specified in this document and should submit pricing in different formats as hourly rates may apply in certain situations and lump sum pricing may apply in others.

A. Offerors should submit a fixed price for each line item in the pricing table. The hourly rates should be a schedule of hourly labor rates categorized by labor categories appropriate to perform the services requested. All labor rates shall be inclusive (fully burdened) to include all direct labor, indirect costs, and profit.

B. Offerors are encouraged to include pricing incentives and relative discounts.

C. Offerors are encouraged to include lump sum price for all work performed and to include the request for progress payments for work completed if the work is to be completed in phases with associated deliverables. The University reserves the right to withhold a percentage to be paid at the end of the contract period upon satisfactory completion of all work.

D. Indicate allowed discounts for payment terms less than N30 days.

PRICING TABLE

Line Item	***Description*** ***Provide additional description as appropriate for clarity of offer***	***Notes on Price Details, Factors, and Discounts***	***Fixed Price for each Line Item***
1	All Handshake features (subscription)		$9,500
2	Implementation		$0
3	Single Sign On		$0
4	Customer service / Account Manager / IT support		$0
5	Student Information System Data Sync		$0
6	Reporting		$0
7	First Destination Survey		$0
8			
9			

RFP R17-016 - Attachment H - Statement of Needs Table

Attachment H is to be completed and submitted by the Offeror as part of a complete Proposal.

Item #	*Requested Capability*	*Yes or No*	*If yes, describe how the capability is provided and relevant details* *If no, describe a comparable alternate approach for consideration, if available*
1	**ESSENTIAL ATTRIBUTES**		**Essential Attributes are a Must have, See Section VII, A, 3.d , Word Usage for definition of Must**
1.1	Intuitive fully integrated, career center platform built for multiple technology interfaces (i.e. smartphones, tablets and computers).	yes	Handshake is built on modern, responsive technology that allows its users to enjoy the platform from smartphones, tablets and computers. Handshake is proud to say that using our modern design paridigms makes our platform an intuitive platform for multiple audiences.
1.2	Interface with current banner system	yes	Handshake interfaces with Banner.
1.3	Web-based, browser independent system compatible with all modern browsers. (Chrome, Safari, Edge, Firefox etc.)	yes	Handshake is a web-based platform that is compatible with all modern browsers.
1.4	Commercial off- the shelf secure hosted solution available for purchase by Higher Education institutions.	yes	Handshake is an off-the-shelf, secure, hosted solution that has been vetted by over 180 universities across the country. We use Amazon Web Services (AWS) for hosting the application. Organizations that have some of the most sensitive data policies (such as the US Government) utilize AWS, too.
1.5	Public interface for recruiting as well as secure login for RU students, alumni, and corporate partners.	yes	Handshake can be accessed via SSO or via a publically accessible login. Once logged in, RU students and alumni will be able to connect to RU approved corporate partners.
1.6	Integrate with Shibboleth, CAS or Active directory for authentication; describe use of LDAP(s) for authentication and /or authorization and how this is accomplished in the proposed solution.	yes	Handshake has used SAML, CAS, LDAP and many other forms of SSO for over 180 universities.
1.7	Ability to target content based on student's major and career interests, need, and/or affinity (e.g. interactive custom student dashboard).	yes	Using Handshakes 'pinning' feature, RU can target groups of students based off of multiple criterion including major, career interests, and/or affinity and pin cards to those students dashboard. This means that RU students will be able to see personalized dashboards based off of their specific needs.
2	**Preferred Attributes**		**Preferred Attributes are a should have, See Section VII. A, 3d, Word Usage for definition of Should**

Item #	*Requested Capability*	*Yes or No*	*If yes, describe how the capability is provided and relevant details* *If no, describe a comparable alternate approach for consideration, if available*
2.1	Appointment scheduling capability (i.e. advisor appointments, interviews, company information sessions).	yes	Handshake allows RU students to request advisor appointments with the career center from the application. RU career center has the ability to approve/deny appointments. RU students also have the ability to schedule interview slots with corporate partners that are coming to campus and also register for all other on-campus recruiting events.
2.2	Mentor module - ability to connect students with alumni in an integrated interface.	yes	Handshake provides an interface for students to search/connect with RU mentors. This feature allows RU career center to monitor the relationship and provide commentary / suggest action as they deem appropriate.
2.3	Real time reporting capability that will provide data for decision making (i.e. first destination survey, demographic data, employer metrics, salary information, etc.)	yes	Through Handshake Insights, RU career center will be able to access real-time reports and auto-generated visualizations. A few examples of reportable data include student activity (ie number of logins, applications, event attendance, etc), Interview schedules, Job postings (including heat maps of job locations), applications, employers, event attendance, counseling appointments, career fairs, first destination survey).
2.4	NACE and NUBs compliant destination survey	yes	Handshake has a one-click download of the NACE report that is the format NACE requires
2.5	Social media integration –ability to connect with and leverage our social media channels (twitter, facebook, linked in, Instagram). Please provide examples.	yes	Handshake supports social media integration with Facebook, Twitter and LinkedIn throughout the platform allowing RU to be able to share out job postings, events, and career fairs on these sites. RU can also utilize tracking tokens for the aforementioned social media platforms to track conversion rates.
2.6	Event registration capability or ability to seamlessly interface with current registration software.	yes	Handshake provides event registration capabilities where students can register for events directly from the event viewing page. RU career center will be able to report on / download attendees list. If an external registration link is required, RU career center can link out to that website to allow students to complete registration.
2.7	Interactive survey /reporting capability that will increase student completion rates while reducing time for students and employers.	yes	Handshakes First Destination survey provides real-time feedback to students drive completion and response rates. Through Handshake's survey tool, custom surveys can be created and attached to event registrations and/or counseling appointment requests. Handshake surveys also include the ability to embed skip logic for dynamic question presentation to students. Standalone surveys can also be emailed out to students. All responses are download-able and reportable.
2.8	Graphical reporting capability. Can easily export or share reports with others.	yes	Through Handshake Insights RU can build bar graphs, pie charts, tables, scatter plots, heat maps that can be shared out via link.
2.9	Fully integrated platform. All features are fully functional in platform vs. add-on features or separate agreements.	yes	Handshake is a one-solution platform. All features built in the system and all future features are included in a Handshake subscription at no extra cost.

Item #	*Requested Capability*	*Yes or No*	*If yes, describe how the capability is provided and relevant details* *If no, describe a comparable alternate approach for consideration, if available*
2.10	Ability to integrate e-portfolios as part of a student's dashboard or profile.	yes	In Handshake's student profile, RU students can showcase, work experience, educa ion, organizations, skill sets, projects and coursework. RU students can up also upload documents to their profile. Most students will build their entire profile from their resume using Handshake's parsing techonology which transfers informa ion from their resume directly to their profile. Also, if students already have a pre-existing e-portfolio (Facebook, vimeo, YouTube channel, etc) they can directly link out to that resource on their student profile.
2.11	Ability to process credit card payments. If so do you accept all major Credit Cards?	yes	Handshake supports credit card payment. Major credit cards are accepted.
2.12	Describe your compliance with security standards such as the International organization of Standardization (ISO) and/or Payment Card Industry Data Security Standards (PCI DSS)	yes	See Attached (Security Overview)
2.13	Provide relevant career development content (i.e., events, articles, job postings and content customized to each student's need).	yes	Handshake suggests various job postings, events and resources personalized to the students needs. Students can personalize their experience further by taking Handshake's career interests survey for an even more personalized experience to their dashboard.
2.14	Compliant with Section 508 of the Rehabilitation Act (29 U.S.C. 794d) as amended. (ADA)	Yes	Handshake is compliant.
3	**QUALIFICATIONS AND RELEVANT EXPERIENCE**		
3.1	How many years has your company provided web based career center solutions?		Handshake has been providing serviced for approximately 3 years.
3.2	Complete RFP #__Attachment D – Offeror Data Sheet		See Attachment D Prefer Higher Education clients of similar size to Radford University
4	**CAPABILITIES, SKILLS AND CAPACITY**		
4.1	Describe your company's capability to fulfill the needs described in this Statement of Needs		**Handshake's platform has been vetted by over 180 universities across the country. We have built the product to handle some of the most complex work-flows at various types of universities large and small with an all-inclusive platform. Handshake's commitment to providing world class technology to career service centers means that we are updating/implementing features to keep up with the technological needs of university career centers, students and employers alike.**

Item #	*Requested Capability*	*Yes or No*	*If yes, describe how the capability is provided and relevant details* *If no, describe a comparable alternate approach for consideration, if available*
4.2	Describe your company's hosting capabilities to accommodate 15,000 additional simultaneous users	yes	Handshake is currently implemented at universities with student bodies nearing 50,000 students. These institutions bring with them as much as 40,000 alumni, hundreds of employers and more. As a best practice, Handshake does load balance testing to ensure that all institutions are able to continue to have exceptional experiences even during the most busy times on the platform. To date, Handshake currently has nearly 3 million student accounts, 100,000+ employers, 155,000+ recruiters across the platform.
4.3	Provide a project plan and projected timeline after award for implementation of the proposed solution, and include a Gantt chart if possible.	yes	See Attached
4.4	Please indicate project time commitment required by University staff for the website launch as well as estimated ongoing time commitment required by University staff once the website is up and running.	yes	The amount of time it takes for the University varies on the specific schools needs. We have had schools launch in as quick as 2 weeks, most schools take around 6. Once the system is implemented no ongoing time commitment exists to keep the platform up and running.
4.5	Describe initial and ongoing training and support as well as ongoing system maintenance and upgrades.	Yes	Each career service user gains access to our knowledge base, pre-recorded training videos and the ability to attend webinars that train on various work-flows that exist within the platform. These are accessed at http://teachme.joinhandshake.com/ . Handshake users can also join our user community on our Slack channel. All system maintenance/upgrades are handled by Handshake.
4.6	Describe your platform's extensibility.	Yes	Handshake takes future growth very seriously, we have positioned ourselves to design and develop world-class technology by hiring engineers from Google, Palantir and other top tech companies. We recently raised over $20 million in Venture Capitalist funding. Our Venture Capitalists are the same that have backed companies such as Google, Amazon and Hulu.
4.7	Describe platform's ability for customization.		Handshake allows universities to customize each experience for their students through the student dashboard. RU career center is also able to provide custom messaging for employers and custom worflows for routing students for counseling appointments.
4.8	Describe the tools data export capabilities. Web services, CSV, excel, etc. What application programming interfaces (API) does the tool provide?	yes	Students are able to easily export data from Handshake using various techniques. Handshake does have an API schools can use. Through Handshakes reporting feature schools can download CSV files of various datatypes that flow through Handshake. Calendar information can also be exported through an ICS feed. Handshake also gives RU access to RSS feeds to embed certain pieces of data in external applications.
5	**APPROACH AND METHODOLOGY**		
5.1	Is your solution compatible for use on tablets, smart phones and other mobile devices, both Apple and Android based.	Yes	Handshake is mobile-friendly and able to be accessed and viewed on Apple and Android devices.
5.2	What is your average system downtime?		Handshake has a guaranteed uptime of 99.5%.

Item #	*Requested Capability*	*Yes or No*	*If yes, describe how the capability is provided and relevant details* *If no, describe a comparable alternate approach for consideration, if available*
5.3	Do you provide IT Support? What are your hours of service? If offer different support levels, please include.	Yes	RU will receive access to a designated Account Manager to help with any IT questions. Along with the Account Manager, RU will be able to call in to our support team; hours of operation are 8:00am ET to 5:00pm PT, Monday through Friday. Users can also email into support at anytime. All support is included in a Handshake subscription at no extra cost.
5.4	Provide sample reports generated to describe usage (number of users, amount of time used, etc)	Yes	See Attached
5.5	End-User feedback forms should be available and, systematically, reviewed and responded to in a timely way. Explain.	Yes	Handshake is constantly looking for ways to improve the product through End-User feedback. We frequently send out surveys to our career service, employer and student users to gauge our overall satisfaction of the product. All surveys are reviewed by our customer success team to ensure that each user is having a great experience and to further improve our product.
5.6	User friendly solution and intuitively obvious to novice users including students, employers and advisors.	Yes	Handshake is designed to look and feel similiar to other social media platforms that users are used to using. This means that users can log in and feel like hey have "been here before" thus reducing any friction in logging into a new platform.
5.7	If awarded a contract please detail how you would approach the marketing initiative to reach our campus and customer base here at Radford University.	Yes	Handshake helps universities market their platform switch various ways. Each university recieves a Handshake chair (view here - https://www.instagram.com/joinhandshake/) that they can use to promote the new system on campus. Handshake will periodically send email updates to stakeholders to encourage use of the platform or highlight new features as they come out.
5.8	What is your product roadmap for the next 2-3 years.		Handshake plans on building out auto-generated reports and visualizations for Career Service Users. The idea here is that anyone (regardless of experience with data) will be able to access telling visualizations around Key Result Areas for Career Service Offices. Handshake also plans on making our surveying features more robust to continue to drive response rates. Handshake also plans to better communication tools to students from Caseer Service Users. Handshake also plans to build even better student experiences through more accurate job search relevancy for students and more suggested content to students.

RFP R17-016 – Attachment I – Security Questions for Technology – Based Procurements
(Complete Form on Following Page)

COMPANY: Handshake			DATE COMPLETED BY COMPANY:	DATE REVIEWED BY ISO:
	YES	NO	EXPLANATION	RADFORD ISO NOTES
PROCEDURES and COMPLIANCE				
Have you undergone a Security Audit within the past year or do you have an SSAE 16, SOC 2, Type 2? Please attach.	x			
Do you have a documented Change Management Process?	x		See Attached (Handshake Implementation)	
Do you have a formal Incident Response Plan?	x			
Do you have documented information security procedures?	x			
Are all of your employees trained in your security procedures?	x			
Do you perform background checks on employees?	x			
For HIPAA data: are you willing to sign a BA agreement?		x		
For Federal grants: has your data center been granted an Authority to Operate for FISMA?	x			
Does your company agree to be bound by the legal requirement to protect FERPA data?	x			
Can your installation/system be searched for e-discovery, if Radford requires it?	x		Handshake logs all access to the system. All reads, writes, and updates are logged within Handshake with an IP address and datestamp. These logs are stored indefinitely. In th event of a legal action requiring access to these records, Handshake will work with Radford to provide the requested information.	
In the event of your business termination,or if Radford chooses not to renew, can Radford's data be exported in a standard format to enable transfer to another platform? If so, what is that	x		CSV File	
Does your system facilitate any type of payment, even if you are not the payment processor?	x			
Does your system process the payment? Does it save credit card numbers?		x	We delegate to Stripe - credit card numbers are not saved	
Does your system hand off to an external payment processor, and if so, which one?	x		Stripe	
When will you report security incidents to us, the customer?			Handshake will report security incidents within 5 business days of a breach being confirmed as outlined in the Handshake agreement.	
CODE DEVELOPMENT				

COMPANY:_____			DATE COMPLETED BY COMPANY:_____	DATE REVIEWED BY ISO:_____
	YES	NO	EXPLANATION	RADFORD ISO NOTES
Is your code tested for vulnerabilities? If so, what framework or set of security standards are you using for testing?	x		Handshake's applicaiton source code are review and scanned automatically against Top OWASP vulnerabilities before being pushed to production.	
Are your applications scanned for vulnerabilities prior to new release?	x			
Is your product fully accessible under ADA?	x		Yes, Handshake is accessible under ADA as outlined in our VPAT (available upon request). Our engineering team is trained on making the system accessible and we continue to invest in this aspect of the system.	
Will University data be used in dev/test environments?		x		
Is your product compatible with all major browsers and OS platforms?	x			
APPLICATION SECURITY				
Are passwords hashed? Which algorithm are you using?	x		Bcrypt	
Is all traffic encrypted from the client's browser to the application server (not BASE-64)?	x			
Is all access to the application logged, and can those logs be exported to another log collector (web AND application logs).	x			
Does your product require the use of an application ID apart from the user's login credentials?		x		
How often do you patch, and do you track patch levels and vulnerabilities?	x		Handshake pushes new code to production multiple times a week. We also track known vulnerabilities closely.	
Does this application require the user to install Java?		x		
Do you encrypt data or allow for encryption in this application?	x		Application data is encrypted at rest.	
IDENTITY				
Is your product compatible with Shibboleth authentication?	x			
Can your product be used with two-factor authentication?		x		
Describe the level to which roles and permisssions can be customized by the University.			The university can customize permissions of career service staff individually.	

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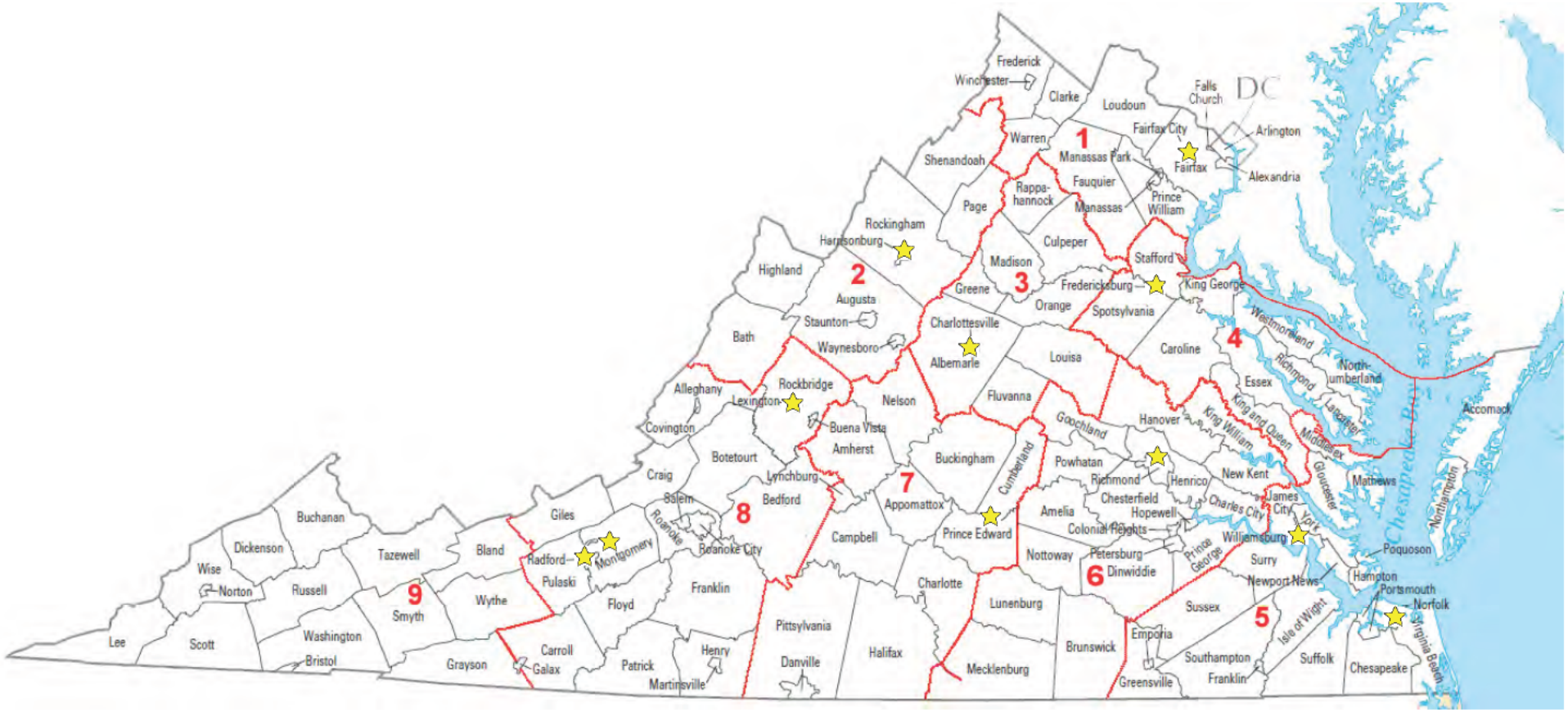
COMPANY:_____			DATE COMPLETED BY COMPANY:_____	DATE REVIEWED BY ISO:_____
	YES	NO	EXPLANATION	RADFORD ISO NOTES
JURISDICTION & THIRD PARTIES				
Where are the data centers where Radford's data will be stored (states, countries)?			Handshake is hosted by AWS, and only using USA data centers.	
Do you employ programmers or systems personnel from non-US jurisdictions? If so, are they contractually bound to honor the security and compliance provisions of your contract with		x		
Do you share data or metadata with third parties not named in this business agreement?		x	Handshake never shares data with third parties expect as outlined in the Handshake agreement.	
Do you outsource any component of the proposed business (data center, security monitoring, processing, coding) with this University to a third party? If so, please identify that party or	x		Handshake leverages third party technology providers to provide the Handshake services. For example, Handshake is hosted on Amazon's infrastructure layer. The expectations / vetting of these third parties is outlined in the Handshake agreement.	
If you outsource your business to third parties, do you regularly obtain security assurance reports that can be verified?	x			
Do you agree that Radford retains ownership of all datafor this agreement?			Data in the Handshake system is owned by the University and by the student user. The details of this are outlined in the Handshake agreement.	
MEDIA				
Describe your media destruction procedures.			Handshake does not manage destruction of media. This is managed by our infrastructure provider.	
Describe your backup cycle and processes, and indicate whether your backups are encrypted.			Daily for current week, 8 weeks weekly, 12 months monthly. Backups are encrypted.	
Are any of your backups stored outside of the United States? If so, where?		x		
Do you have a Disaster Recovery Plan? If yes, when was the last time it was tested?	x			
Is any aspect of your Recovery or Continuity plan dependent on a third party?	x			
What is the RTO (Recovery Time Objective) for the service under this contract?			2 hours	
What is the (RPO (Recovery Point Objective) for the service under this contract?			24 hours	
Is there an SLA associated with this service?			An SLA can be inlcuded with the Handshake contract upon request.	



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

Zone 1 George Mason University (Fairfax)	**Zone 2** James Madison University (Harrisonburg)	**Zone 3** University of Virginia (Charlottesville)
Zone 4 University of Mary Washington (Fredericksburg)	**Zone 5** College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	**Zone 6** Virginia Commonwealth University (Richmond)
Zone 7 Longwood University (Farmville)	**Zone 8** Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	**Zone 9**

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference Request For Proposal Number:	**R17-016**
Commodity:	**Career Center Platform**
Dated	**December 22, 2016**
For Delivery To:	**Radford University Agency, Commonwealth of Virginia 501 Stockton Street Radford, Virginia 24142**
Proposal Due Date/Time:	**January 12, 2017 up to and including 3:00PM Eastern**

Below are questions and Answers related to the Pre-Proposal Conference Call held December 14, 2016 at 1:30PM EDT.

The numbers followed by "Q" are questions, and those followed by "A" are answers to those questions.

1Q. Can vendors submit questions in writing?

1A. Yes, they are due no later than Monday, December 19, 2016 by 5:00PM EDT.

2Q. If vendor needs more room for Attachment H, Statement of Needs Table, would RU prefer Word or Excel?

2A. Word or Excel is acceptable just need to reference the Item # from the Statement of Needs Table.

3Q. Attachment H, Statement of Needs Table, Preferred Attributes, Item 2.6, what is current registration software?

3A. Current software is Hobson's Radius and Starfish.

4Q. Are there any other systems in play that the vendor should be aware of for integration?

4A. No others except for Banner, Hobson's Radius and Starfish. NelNet and Cybersource are current providers for credit card processing.

5Q. Attachment H, Statement of Needs Table, Capabilities, Skills and Capacity, Item 4.2, it mentions 15,000 additional simultaneous users, is that alumni? What is total enrollment at Radford University?

5A. Current enrollment at Radford University is around 9,300. This estimate is also for accommodating vendors, alumni, etc.

Additional questions can be submitted until the end of next week. Monday, December 19, 2016 at 5:00PM EDT.

Vendors that called in (no vendors attended in person):

- ACS Solutions (Sales Force Implementation Partner)
- GradLeaders
- Purple Briefcase
- Salesforce

Call ended at 2:16PM

Additional questions submitted via email:

1Q. What companies have you spoken with regarding this solution in advance of this RFP?

1A. GradLeaders, Handshake, Purple Briefcase, Symplicity

2Q. What current pain points are you trying to solve, and what is causing you to want to find a new solution?

2A. At this time, Radford University is wanting to evaluate the competitive marketplace to gain a more thorough understanding of what is currently available. Please refer to Section VI, Statement of Needs.

3Q. How many Radford staff will need access to the system?

3A. At this time, we anticipate 5-10 (employer relations team, executive director, technology lead) and 9,500 students with anticipated growth up to 11,000. Please provide tiered pricing structure If pricing is based on number of users.

4Q. Is this system intended to replace or augment the current system?

4A. If new vendor other than incumbent is awarded contract, then the new system would replace current.

5Q. If replacing, what data would need to be migrated to a new system (types of data and record counts)?

5A. We may request some basic student bio information be migrated. Some information may need to be migrated from banner also.

6Q. Is this envisioned to be a stand-alone portal or something integrated with a central student portal?

6A. We envision this being a stand-alone portal initially but may desire integration to our e-Portfolios and D2L.

7Q. How do you manage the process of identifying and tracking employer relationships today?

7A. Current career center platform, Raisers Edge (through Advancement & Alumni office), and leveraging social media or verbal communication. Ability to identify, cultivate and track new employer leads/relationships has been limited and inconsistent.

8Q. Who should have the ability to post jobs and other content? Just staff, or students and external partners/employers as well?

8A. All the above including faculty.

9Q. What is meant by "e-portfolio"?

9A. An e-Portfolio is a digital collection of learning, experience, and achievements that occurs over a length of time. This type of technology encourages learners to reflect on the experiences and education that has shaped who they have become during their time here at Radford University, as well as the goals they wish to achieve after graduation. In addition, student learning captured through an e-Portfolio can become more visible and transparent to instructors and students themselves. System should allow students to link to e-portfolios if necessary

10Q. What kind of integration do you envision with Banner? One-way or two-way, and for what types of data?

10A. We will need a one-way interface of primarily demographic info into the system from Banner. An interface from the system to Banner to store relevant attributes for reporting could be utilized.

11Q. Is there, or are there any plans for, a University-wide CRM that might impact or intersect with this project?

11A. No. All current or future interfaces with this system will be with Banner.

Note: A signed acknowledgement of this addendum must be received at the location indicated on the RFP either prior to the proposal due date and hour or attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

Respectfully,

Kevin McDowell
Phone: 540-831-5356
Email: dkmcdowel@radford.edu

Name of Firm: Handshake	
Signature: Eddie Tavarez	Title: Sales Development Representative
Print Name: Eddie Tavarez	
Date: 12/31/16	

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Stryder Corp.

2 Business name/disregarded entity name, if different from above
Handshake

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
660 4th St #113

Requester's name and address (optional)

6 City, state, and ZIP code
San Francisco, CA 94107

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
[ ] – [redacted] [redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 5-24-16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*__Note.__ Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Security Overview

As of 10/24/2016 for the latest version please send a request to the Handshake security team.

Background

Handshake, a leading career management platform headquartered in San Francisco, securely powers career centers at over 180 institutions including Stanford, Princeton, University of California Berkeley, Princeton, and the University of Michigan. Handshake powers campus recruiting at over 95% of the Fortune 500.

This document is for universities considering the deploying Handshake on campus and is designed to outline Handshake's security practices. Handshake has been thoroughly vetted by the nation's top institutions.

Amazon

TLS Encryption

Encryption at rest

Data stored in US

PCI Compliant

Security by Design

Handshake's entire platform was built with security in mind. From server to end user Handshake uses industry standard security practices.

Handshake is built atop Amazon's secure AWS infrastructure. AWS is trusted by companies around the globe ranging from Netflix to the United States Government.

All data in Handshake is encrypted at rest using AES and in transmission using TLS.

Handshake only uses data centers located in the United States. No University data is ever stored abroad.

FERPA and Handshake

Handshake was designed with the security required to protect sensitive student information. From end-to-end encryption to strict access controls and internal policies your student records are safe with Handshake.

Amazon Web Services: Provides data storage and servers that power Handshake. AWS also stores system backups.

Heroku: Provides a management layer atop of Amazon web services. Heroku provides server management and orchestration across the Handshake AWS instance.

Handshake Application Layer: Handshake's software layer is built for security and is tested against a database of known threats upon each build.

Continued on the next page

Heroku Security

Handshake uses Heroku to assist with infrastructure management, scaling, and security. Heroku is a cloud application platform used by organizations of all sizes to deploy and operate applications throughout the world. Heroku is designed to protect from threats by applying security controls at every layer from physical to application, isolating customer applications and data, and with its ability to rapidly deploy security updates without customer interaction or service interruption.

Heroku and the AWS infrastructure powering Heroku is compliant with the following certifications:

- ISO 27001
- SOC 1 and SOC 2/SSAE 16/ISAE 3402 (Previously SAS 70 Type II)
- PCI Level 1
- FISMA Moderate
- Sarbanes-Oxley (SOX)
- PCI Compliant

Details on Heroku's security can be found here: https://www.heroku.com/policy/security. Please note that Heroku security documents may require an NDA between Heroku and the University.

Heroku also provides the following threat management tools:

- Firewalls
- DDoS Mitigation
- Spoofing and Sniffing Protections

A security white paper on Heroku is available upon request.

Our Infrastructure

Handshake Security

Handshake's application layer is designed with security in mind. Our engineering and security teams ensure that Handshake is the most secure Career Management platform available today.

Handshake uses industry leading AES encryption at rest. Data in transmission is encrypted using TLS. Insecure connections are not allowed.

Every build of Handshake is tested for security vulnerabilities. Tests include checks against: SQL Injections, cross-site request forgery, session vulnerabilities, cross site scripting, file access, authentication, and many other potential security concerns. Each change to the Handshake codebase is peer reviewed by a qualified engineer.

Handshake continuously uses security assessments to examine the platform and tests for known web application vulnerabilities.

Handshake is a multi-tenant system. All data in Handshake is controlled through a strict access control layer ensuring that users can only see data that they have permission to access.

Third Parties

Handshake's platform is built with third party providers. Handshake's security and legal teams vet all third party providers against a stringent set of security standards. Providers used in Handshake have passed a Handshake security audit and meet or exceed the security standards set by Handshake. Services that are driven by third parties in Handshake include:

- Hardware and server infrastructure
- Mass email management
- Customer service integrations
- Issue tracking and reporting

Third parties may gain access to Handshake data in accordance with the Handshake MSLA.

Amazon Security

Amazon is one of the most trusted hosting providers in the world. Amazon maintains a series of security certifications including:

- ISO 27001
- PCI Compliance (Level 1)
- AICPA and SOC
- HIPAA

AWS environments are continuously audited, with certifications from accreditation bodies across the globe.

Amazon provides all server management for Heroku and Handshake. Handshake is hosted in the US-EAST Amazon data center.

Details on Amazon's compliance can be found here: https://aws.amazon.com/compliance/ please note that many documents are only available by signing an NDA with Amazon.

Financial Security & PCI Compliance

Handshake does not handle, process, store, or transmit sensitive financial data through our servers. Handshake uses Stripe to process financial data through a security point-to-point tunnel.

In 2015 an independent third party security consulting firm, the NCC Group (link), deemed Handshake as a merchant under the PCI guidelines. the NCC group found Handshake to be in full compliance with PCI guidelines.

For more details on Handshake's PCI compliance please request the PCI report document from your assigned Handshake team member.

Incident Handling

Handshake uses extensive security monitoring tools to monitor for breaches or potential vulnerabilities. Any indication of a breach or security vulnerability are immediately flagged to the Executive Team. A team of engineers will then review each breach.

If an incident is determined to have resulted in a breach of Handshake data the data breach policy will be invoked (see attached). If the incident did not result in a data breach or was caused by an internal user the incident will be handled at the discretion of the Executive Team.

Operational Security

Handshake takes great pride in the security measures that are embedded into our technology. Equally as important is the human component of security. We take access to Handshake data seriously and have strict policies in place to ensure your data stays safe.

Security Training

All Handshake employees go through security training. This training covers security best practices covering topics including and not limited to: password management, data deletion policies, access controls, use of physical media, and more. During these trainings all employees are issued company secured and encrypted laptops.

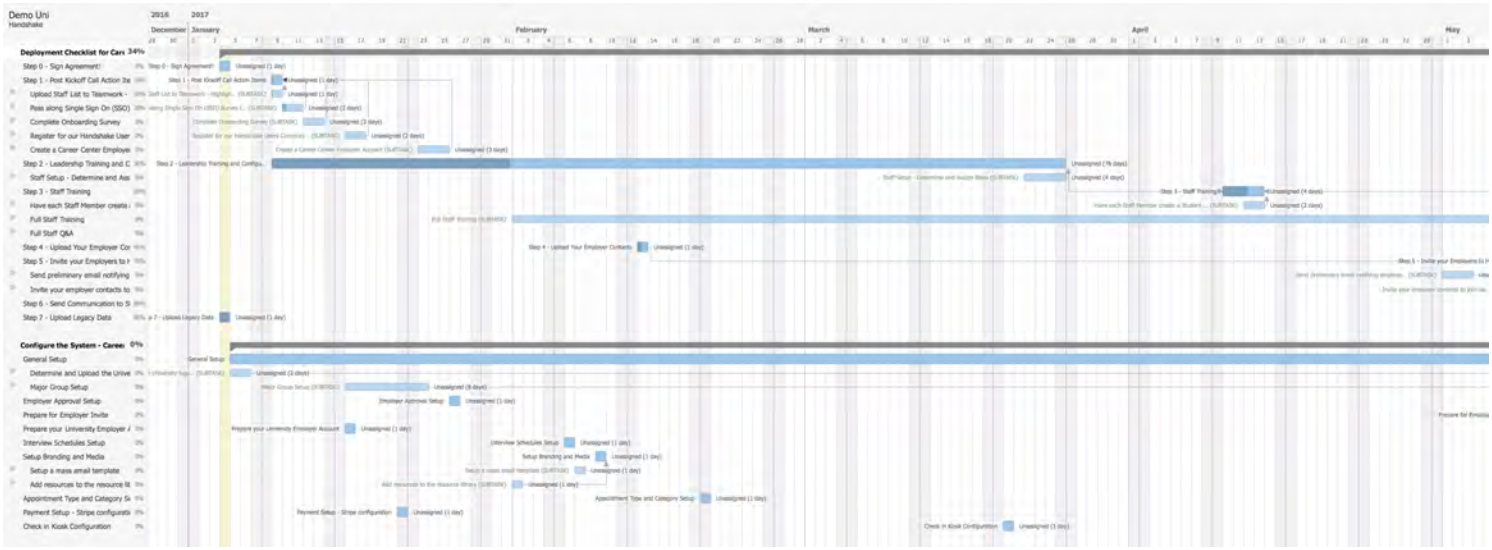
Security refresher courses are given annually and periodic security checks are done with Handshake staff to ensure compliance. Handshake team members also undergo FERPA training during the on-boarding process.

Data Ownership

Data ownership is dictated by the Handshake MSLA signed by your University. Handshake claims no ownership over data imported by the University that has not otherwise been claimed by a student.

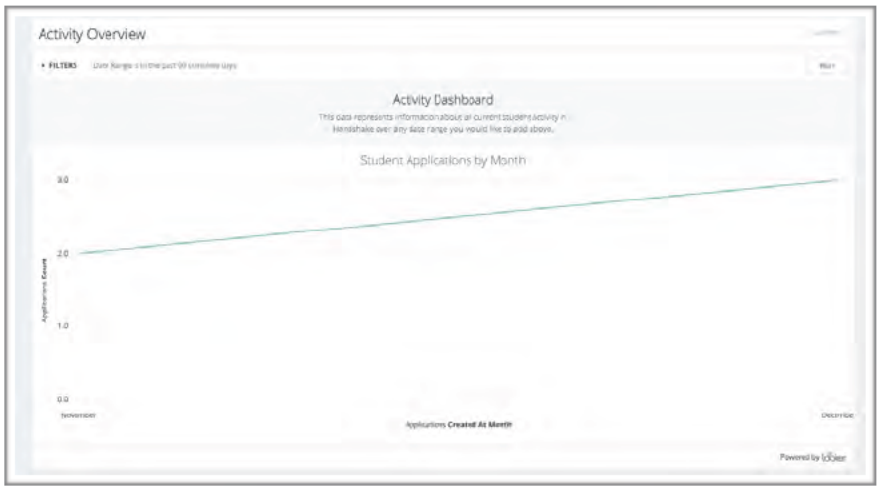
Summary

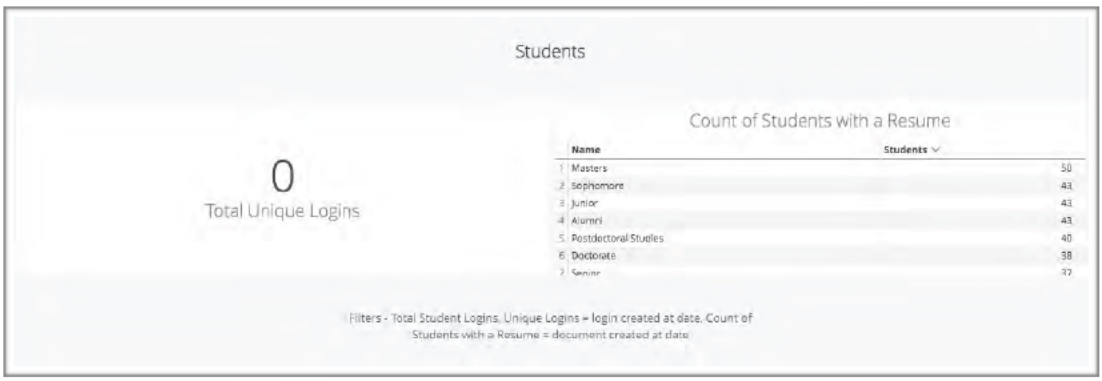
Handshake prides itself on security. Our security team comes from some of the most advanced security organizations in the world and are accustomed to working with top-secret government datasets. These same principles have been applied to Handshake to create the most secure career center management software available.


Demo Uni
Handshake
2016
2017
December
January
February
March
April
May
Deployment Checklist for Carc 34%
Step 0 - Sign Agreement!
Step 1 - Post Kickoff Call Action Ite
Upload Staff List to Teamwork -
Pete along Single Sign On (SSO)
Complete Onboarding Survey
Register for our Handshake User
Create a Career Center Employe
Step 2 - Leadership Training and C
Staff Setup - Determine and Ass
Step 3 - Staff Training
Have each Staff Member create
Full Staff Training
Full Staff Q&A
Step 4 - Upload Your Employer Co
Step 5 - Invite your Employers to
Send preliminary email notifying
Invite your employer contacts to
Step 6 - Send Communication to S
Step 7 - Upload Legacy Data
Configure the System - Caree 0%
General Setup
Determine and Upload the Unive
Major Group Setup
Employer Approval Setup
Prepare for Employer Invite
Prepare your University Employer
Interview Schedules Setup
Setup Branding and Media
Setup a mass email template
Add resources to the resource li
Appointment Type and Category Se
Payment Setup - Stripe configuratio
Check in Kiosk Configuration

Activity Reporting - Student

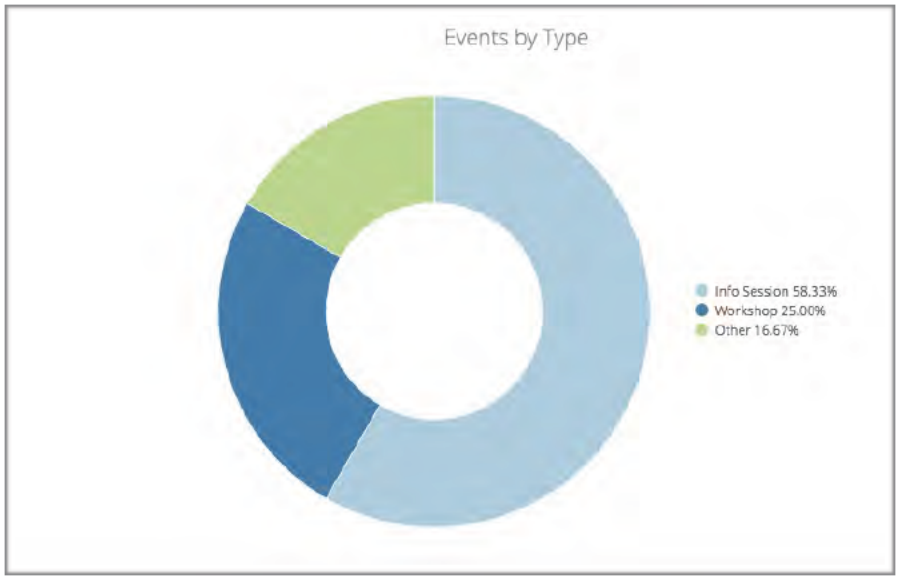
Through Handshake Insights, Radford University can easily report on student and employer engagement and activity. RU staff members can access auto-generated reports / visualizations that update in real-time. The Activity dashboard includes many reports to report on student engagement as a whole. Listed below we can see different visualizations around total number of student applications, number of student logins and documents uploaded to Handshake.





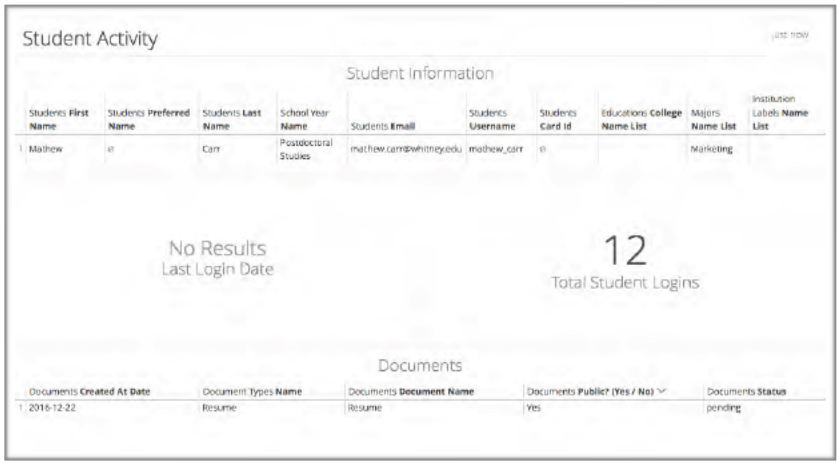
Activity Reporting - Student

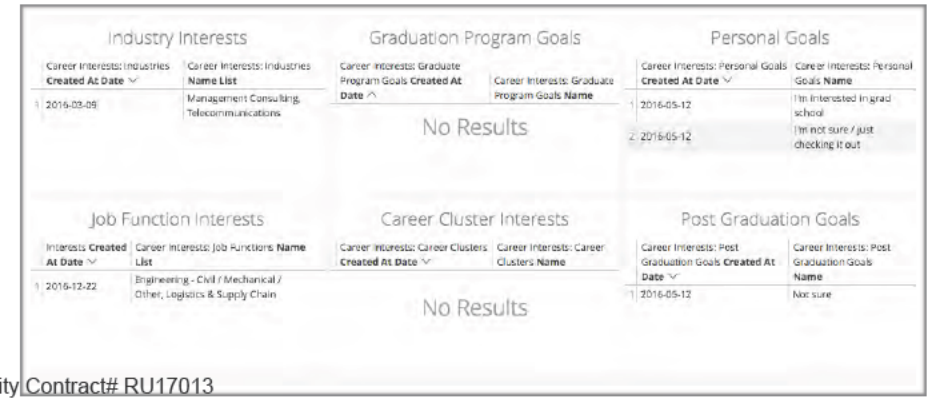
Accessing the Activity Dashboard also allows RU to be able to gauge which events are most popular on campus, helping RU make data-driven decisions around event planning and marketing.



Activity Reporting - Student

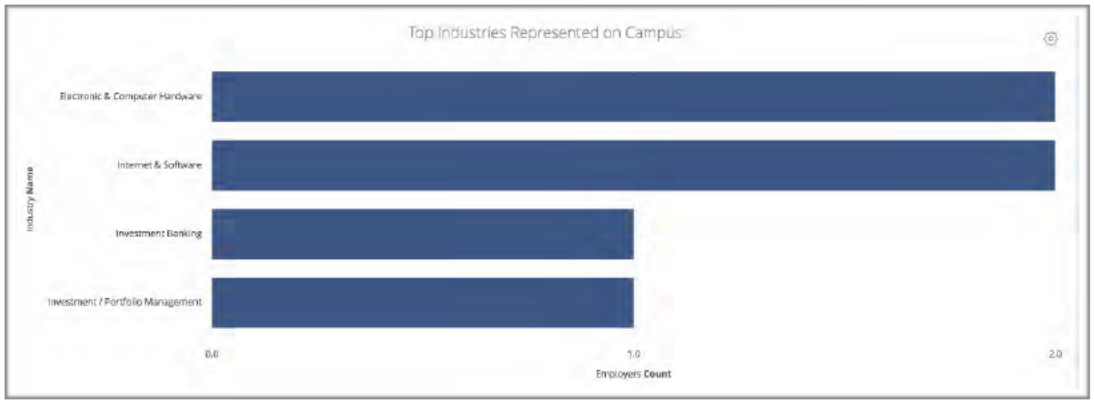
Handshake creates access to data where you need it. Career advisors are able to easily access student usage directly in the middle of a counseling appointment by selecting the Students Activity tab from an appointment. From here, advisors will be able to suggest different courses of action to students using data.





Activity Reporting - Employer

Through the activities dashboard we can easily gauge employer activity and engagement. Listed below we can see the number of approved jobs, job postings by location, and top industries on campus



handshake 24-7 Implementation

Introducing a New Standard in Career Services Software Implementation

24 signature experience 7

In 7 easy steps and a total of 24* hours, our experienced professionals will work with your team to successfully launch your new Handshake platform and train your staff.

Our signature experience also includes 24/7 post-implementation support, to ensure you and your users have access to the tools, resources, and answers when you need them.

*24 total, non-consecutive hours needed to complete all 7 steps. Full implementation may take 2-3 weeks, due to process wait time, scope of staff involvement, additional consultation, and special needs or customization requests.

1 Host Kickoff Meetings — 1.5 hrs

Implementation overview for staff and consultation meeting with IT

2 Import Contacts — 1 hr

Upload employer contacts

3 Configure System — 3.5 hrs

Follow guides to set preferences, fields, settings, and permissions

4 Complete Required Staff Training — 8 hrs

Participate in interactive Handshake University Virtual Training

5 Send Communication to Employers — 30 mins

Invite employers to connect through Handshake

6 Send Communication to Students — 30 mins

Inform students of the new system, capabilities, and opportunities

7 Upload Desired Legacy Data — 9 hrs

Clean and upload needed historical data

"The implementation has gone smoother than any other software we've brought on board in my 16 years with the department."

Sarah Kersey Otto
Director of Career Development and Outreach
Eastern Michigan University

"The best part about the implementation was that we did not have just a manager but an entire team that was dedicated to Stonehill to help us through the process."

Christina Burney
Director of Career Services
Stonehill College

SUBSCRIPTION AGREEMENT: Stryder Corp. dba "Handshake"

660 4th St. #113 San Francisco, CA 94107

University Name:	Radford University
Handshake Contact:	Eddie Tavarez
Services Start Date:	February 15, 2017 (includes Premier Partnership Program)
Annual Subscription Fee:	$9,500
Additional Services:	❑ On-site Training Services ✓ Account management and virtual training services
Fees for Additional Services:	
First Payment Due Date:	July 1, 2017
Total Initial Payment:	$9,500
Handshake Billing Code	AR_NT45

Billing Details (To be completed by University)

Please fill out the following fields. This will determine where invoices are sent.

Career Center Shipping Address:	
Billing Contact (First and Last Name)	
Billing Email Address	
Billing Address	
Billing Phone Number	

The attached Terms and Conditions and any attached addenda are incorporated into and form a part of this Subscription Agreement (collectively, the "**Agreement**"). Capitalized terms used in the Terms and Conditions or an addendum but not defined above shall have the meaning set forth in the Terms and Conditions or the applicable addendum. "**Parties**" refers to both University and Handshake in this Agreement. The undersigned Parties hereby agree to the terms of this Agreement:

UNIVERSITY

By:_____

Name: _____

Title: _____

Date: _____

HANDSHAKE

By:_____

Name: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

1. Services. Pursuant to this Agreement, Handshake shall offer University, other Universities, student end users, and certain employers, during the Term, "**Services**" including the user-facing application commonly known as "Handshake" and other software tools for the management and optimization of career services functions, recruiting, and campus employment search, messaging and recruiting-related correspondence, placement tracking and usage analysis, related support and training, related payment processing functions, reporting, data analysis, optimization, and certain other functionality or services (including application programming interface services) as may be developed from time to time by Handshake and made available to University and other clients of Handshake on a subscription basis, in each case subject to updates, additional feature integrations, and other modifications by Handshake. To the extent University elects to receive, and satisfies any applicable payment obligations for, Additional Services as set forth on the cover page of this Agreement, such Additional Services shall be deemed a part of the Services provided hereunder; *provided* that Payment Services and Service Level Agreements are available only pursuant to a duly-executed addendum to this Agreement relating to such Additional Service. Handshake will cooperate with the University to effect the integration of the Services with University's existing information technology infrastructure. If University elects to receive Reporting on the cover page of this Agreement, University acknowledges and agrees that Handshake and other software services providers will conduct analyses on the University Data in order to produce the reports for University (including to deliver and display reports to University), all of which shall constitute "Services" hereunder.

2. Fees. University shall pay to Handshake (i) as of the First Payment Date, the Total Initial Payment and (ii) upon each anniversary of the First Payment Date during the Term, the Annual Subscription Fee. Each Party shall be responsible for any taxes levied against it in connection with the provision or receipt of the Services.

a. *Invoices*. No less than three (3) business days prior to the Initial Payment Date (unless otherwise agreed in writing by the Parties), University shall provide Handshake with billing contact and account information necessary to generate an invoice for the Services. Handshake will, prior to the First Payment Date, provide the initial invoice for Services as well as any subsequent annual invoices, each of which shall specify the applicable due date. Payment on all invoices under this Agreement are due net 45 of the invoice date.

b. *Expenses*. In the event that Handshake incurs, upon the request of and prior approval by the University, any additional expenses in performance of the Services, (a) Handshake will, within thirty days of the end of the calendar month in which an expense was incurred, transmit an invoice detailing such expenses with documentation of any expense over twenty-five dollars ($25) to University, and (b) University shall remit payment in the amount of such expenses to Handshake within thirty (30) days of its receipt of such invoice.

c. *Payment Processing*. Payments under this Agreement may be made by check or ACH transfer as directed by Handshake or as otherwise agreed by the Parties. If Handshake requests to receive payment via credit card, direct deposits, or any non-paper currency from an automated payment processor on behalf of University, University shall ensure that the automated payment processor it selects to make payment is acceptable to Handshake. University agrees that Handshake may verify such payment, using the services of an additional vendor (such as a credit processing company or escrow service). University will comply with any reasonable Handshake instructions in connection with transmitting payment, including, without limitation, the time, amount, and form of such payment. University will not be charged any fees or costs relating to its use of the automated payment processor.

3. Confidential Information. During the Term of this Agreement, each Party may receive and otherwise be exposed to confidential and proprietary information relating to the other Party's business practices, strategies, designs, technologies and other matters. Such confidential and proprietary

information may include, but is not limited to: (i) Handshake's marketing and customer support strategies; (ii) a Party's financial information, including sales, costs, profits and pricing methods, a Party's internal organization, employee and consultant information (including the terms of this Agreement), customer lists, designs, artwork, graphics, copy, marketing plans or proposals, content, trade secrets, technology, including discoveries, ideas, inventions, media, research and development efforts, processes, source or object code, hardware/software design and maintenance tools, samples, formulae, methods, knowhow, and all copies, derivatives, summaries, extracts, improvements and enhancements to any of the above which are created or developed by either Party; (iii) information of third parties as to which either Party has an obligation of confidentiality; and (iv) any other non-public material or information relating to a Party which it discloses or makes available to the other Party, whether or not marked as "confidential" or "proprietary" (all of the foregoing collectively referred to as "**Confidential Information**"). University Data (including FERPA-governed data) shall constitute Confidential Information under this Agreement unless and/or until the underlying facts of such data are related to a Claimed Account, at which point the obligation of confidentiality with respect to that fact pursuant to this Agreement shall expire and be replaced by the obligations of the applicable terms of use agreed to in claiming the Claimed Account. For the avoidance of doubt, Confidential Information does not include the deliverables hereunder, except to the extent that such deliverables contain Confidential Information. However, as between University and Handshake, all University Content shall be deemed Confidential Information.

a. *Restrictions on Use and Disclosure*. The Parties acknowledge the confidential nature of the Confidential Information, and agree that the Confidential Information is the sole and exclusive property of the Party with whom it originates (the "Disclosing Party"). Accordingly, the Party receiving the Confidential Information (the "non-Disclosing Party") agrees (i) not to use the Confidential Information except in the performance of this Agreement, (ii) not to disclose all or any part of the Confidential Information in any form to any third party, either during or after the term of this Agreement, without the prior written consent of the Disclosing Party, (iii) to use commercially reasonable care (but in no case less care than such Party uses to protect its own Confidential Information) to prevent the disclosure of the Confidential Information and (iv) to disclose the Confidential Information to its own employees, contractors, subcontractors and agents solely as necessary to perform its obligations under this Agreement.

b. *Exceptions*. Either Party's obligations under this Section 3 shall terminate with respect to any particular information which (i) the non-Disclosing party lawfully knew prior to Disclosing Party's first disclosure to the non-Disclosing Party, (ii) a third party rightfully disclosed to the non-Disclosing Party free of any confidentiality duties or obligations, (iii) that the Parties mutually agreed would not be subject to the confidentiality obligations set forth in this Agreement or (iv) is, or through no fault of the non-Disclosing Party has become, generally available to the public. Upon termination of this Agreement for any reason, including expiration of the Term, each Party agrees to cease using and if requested by the Disclosing Party, to return to the Disclosing Party all whole and partial copies and derivatives of the Confidential Information, whether in its possession or under its reasonable control. Unless expressly provided in this Agreement, each Party recognizes and agrees that (a) nothing contained in this Agreement shall be construed as granting it any property rights, by license or otherwise, to any Confidential Information, or to any invention or any patent, copyright, trademark or other intellectual property right that has issued or that may issue, based on the Disclosing Party's Confidential Information and (b) that neither Party shall make, have made, use or sell for any purpose any product or service or other item using, incorporating or derived from any Confidential Information, nor make any filings or registrations based on the receipt or use of the Information, absent separate written approval of the Disclosing Party.

c. *Required Disclosure*. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order will first have given written notice to the other Party and such Party can make a reasonable effort to obtain a protective order; or (ii) to establish

a Party's rights under this Agreement, including to make such court filings as it may be required to do.

d. *Security Breach Procedures*. If Handshake discovers or is notified of a breach or potential breach of security relating to University Confidential Information or University Content, Handshake shall promptly: (1) notify University of such breach or potential breach without unreasonable delay and in no case later than five (5) calendar days after discovery of the potential breach, (2) in consultation with University, investigate and remediate such breach or potential breach at least to the extent required by law, (3) if the breach or potential breach resulted from a failure or weakness in systems or procedures that were Handshake's responsibility, provide University with satisfactory assurances that the breach or potential breach will not recur, and (4) to the extent that the breach or potential breach resulted from acts or omissions of Handshake, Handshake shall be responsible for all costs reasonably determined to be incurred by University or Handshake in connection with the foregoing activities. Handshake shall cooperate fully to assist University in: (1) identifying individuals potentially affected by the breach; (2) conducting any risk assessment required by applicable law; and (3) providing any notifications required by applicable law. If the Parties, acting reasonably, determine that establishment of a toll-free telephone contact number is necessary to handle inquiries relating to the breach, and requests Handshake to provide staffing to respond to calls to the toll-free number, Handshake shall provide the requested staffing at its cost.

4. Licenses. Handshake is and shall remain the sole owner of the Services. Handshake hereby grants to University a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free, personal, worldwide license to use the Services during the Term for its own benefit and the benefit of its current and former students. University hereby grants to Handshake a a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free, worldwide license (i) to use the University's name and logo for the purpose of identifying that students or demographics relate to or are enrolled in the University (for example, to allow employers to search for candidates who are students of University), to effect presentations to the Handshake's Board of Directors, investors, or potential investors may mention that University is a client of Handshake, and to identify University as a user of Handshake and (ii) to use, copy modify, reproduce, display, and distribute University Data for the purpose of providing the Services.

5. Term and Termination; Renewal. This Agreement shall commence upon the Effective Date, which shall be the date on which this Agreement has been executed by both Parties, and will continue until this Agreement is terminated in accordance with this Section 5 (the "**Term**"). The Term shall extend for a minimum of one (1) year from the Initial Payment Date and shall automatically renew for subsequent one-year terms (each, a "**Renewal Term**") unless terminated in accordance with this Section.

a. *Termination*. Either Party may terminate this Agreement (i) in the event of a material breach of the Agreement by the other Party that is not cured within thirty (30) days of written notice to the allegedly-breaching Party of such breach or (ii) immediately upon written notice prior to the First Payment Date. University may terminate this Agreement effective at the conclusion of the Initial Term or any Renewal Term by providing sixty (60) days prior written notice of its intent to terminate prior to the end of the then-current Term. Handshake may, but is not obligated to, terminate this Agreement in the event any payments due hereunder are overdue by more than thirty (30) days.

b. *Effect of Termination*. Upon the termination of this Agreement, University shall be obligated to make any payments for Services rendered prior to the effective date of termination on a *pro rata* basis and pay any expense subject of an invoice as described in Section 2(a) above. The provisions of this Agreement relating to Confidential Information, Term and Termination, Indemnification, Limitation of Liability and the "General" section of this Agreement shall survive any termination or expiration of this Agreement. University may request, upon the effective date of any termination hereof or within thirty (30) days thereafter, that Handshake return or destroy any University Content in the form uploaded by employees of University; *provided* that Handshake shall not be obligated to delete the accounts or information relating to Claimed Accounts (defined

below), nor otherwise remove the byproducts of processing such data during provision of the Services.

6. University Data.

a. Privacy and Protection of Student Data. University may provide, in connection with its use of the Services, certain data regarding its past, current, or future students to prepare for adoption of accounts by students ("**University Data**"). Except in connection with the maintenance, operation, and initialization of the Services, including to pre-provision accounts, Handshake shall not make available University Data for review by other users of the Services (including employers) unless and until an individual claims an account by consenting to the Handshake product Terms of Service (such an account, a "**Claimed Account**"). To the extent University engages any Additional Services, University agrees that Handshake shall be permitted to use University Data for the purpose of providing the Additional Services. University shall be responsible for obtaining any consent from third parties (including students) required to grant the licenses to University Data for use in the Services as described herein and otherwise perform its obligations under this Agreement.

b. Claiming Accounts. University acknowledges and agrees that Handshake users (including students) may individually consent to certain uses of their personal information and other information gathered through their use of Handshake beyond the subject matter of this Agreement in connection with a Claimed Account, and that any such consent will supersede restrictions placed on Handshake's use of such information in this Agreement. Further, where Handshake has obtained end-user consent to sharing or processing of personal information, or where the disclosure, use, or processing would otherwise qualify for an exception to the restrictions contained in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), including through de-identification, any data use limitations otherwise applicable to information obtained by Handshake in the course of performing this Agreement (excluding the express confidentiality obligations of the Parties hereunder) shall not apply.

7. Independent Contractors. Handshake's relationship with University will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship between the Parties. Handshake is not the agent of University and is not authorized to make any representation, contract or commitment on behalf of University. Handshake will not be entitled to any of the benefits which University may make available to its employees, such as group insurance, profit-sharing or retirement benefits. Handshake will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Handshake's performance of services and receipt of fees under this Agreement.

8. Indemnification. Each party (the "**Indemnifying Party**") shall indemnify and defend the other Party (the "**Indemnified Party**") and its trustees, officers, directors, employees, faculty, agents and affiliates from and against any and all third party claims, demands, suits, fees, judgments, damages, losses, costs and expenses (collectively, "**Claims**"), including reasonable attorneys' fees and costs incurred in responding to such Claims, that the Indemnified Party may suffer or incur proximately caused by: (i) Indemnifying Party's gross negligence or willful misconduct; (ii) Indemnifying Party's breach of this Agreement; (iii) any claim that content or services provided to the Indemnified Party by the Indemnifying Party infringes or violates any patent, copyright, trademark, or other intellectual property right of a third party or misappropriates any trade secret. If any portion of the Services becomes, or in Handshake's opinion is likely to become, the subject of a claim of infringement, Handshake shall, at Handshake's option, either: (i) procure for University the right to continue using the Services; (ii) replace the Services with non-infringing services which do not materially impair the functionality of the Services; or (iii) modify the Services so that they become non-infringing. If the foregoing options are not available on commercially reasonable terms and conditions, University shall have the option to terminate this Agreement or the applicable SOW and receive a refund of any fees actually prepaid by University to Handshake for the remainder of the Term then in effect, and, upon such termination, University will immediately cease all use of the affected Services. To the extent the obligations of this Section 8 would violate any state or federal

laws regarding sovereign immunity, such obligations shall not apply to the Parties' performance under this Agreement.

9. Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, HANDSHAKE MAKES NO ADDITIONAL REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, (EITHER IN FACT OR BY OPERATIONS OF LAW) BY STATUTE OR OTHERWISE, TO UNIVERSITY, AND END-USER, OR ANY OTHER PARTY WHATSOEVER. HANDSHAKE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SECURITY, NON-INFRINGEMENT AND THOSE ARISING OUT OF THE COURSE OF DEALINGS OR USAGE IN TRADE. HANDSHAKE DOES NOT WARRANT THAT ANY SERVICES WILL BE SECURE OR UNINTERRUPTED. HANDSHAKE HAS NO CONTROL OVER AND AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON UNIVERSITY'S USE OF THE SERVICES. Notwithstanding the foregoing, Handshake will provide customer support for use of the Services over the phone or email as expressly described in this Agreement.

10. Limitation of Liability. EXCEPT FOR INDEMNIFICATION OBLIGATIONS AND LIABILITIES UNDER SECTION 15 (INDEMNIFICATION), OR BREACHES OF CONFIDENTIALITY OBLIGATIONS (COLLECTIVELY, THE "**EXCLUDED ITEMS**"), TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, INCLUDING THOSE ARISING AS A DIRECT OR INDIRECT RESULT OF THE ACTIONS OF A PARTY OR ONE OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, PARTNERS, OR CONSULTANTS WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE EXCLUDED ITEMS, EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ANY DAMAGES CLAIM REGARDING THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF (i) THE AGGREGATE AMOUNT PAID BY UNIVERSITY TO HANDSHAKE HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM OR (ii) $500,000. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THEIR ABSENCE THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT. Handshake does not exclude liability to the extent that such liability may not be excluded or limited by law.

11. General. Handshake may name University as its client publicly and, with University's prior approval (not to be unreasonably withheld) may use University's logo on its website and in other publicity. Each Party agrees that it is an independent contractor, and that no joint venture, partnership, employment or agency relationship exists between the Parties as a result of this Agreement. Each Party may only access and use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party. As used in this Agreement, the term "including" and variations thereof shall mean "including without limitation." Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; *provided, however*, either Party may assign the Agreement without such consent (i) to any subsidiary or parent company of such Party, (ii) to any successor by way of merger, consolidation or other corporate reorganization of such Party or (iii) in connection with the sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under the Agreement. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws in effect during the Term of this Agreement, that provision will be fully severable. This Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement and they shall be construed to the extent of their enforceability in light of the Parties' mutual intent. The rights and obligations of the parties under this Agreement shall be governed in all respects by the laws of the State of

California without regard to conflict of law provisions. University agrees that, upon Handshake's request, all disputes arising hereunder shall be adjudicated in the state and federal courts having jurisdiction over disputes arising in San Francisco County, California, and University hereby consents to the personal jurisdiction of such courts. This Agreement has been prepared with the participation of each Party with advice from legal counsel and will not be strictly construed against either Party. Each Party acknowledges that it has consulted with or had the opportunity to consult with counsel of its choice, and that in executing this Agreement it has not relied upon any statements, representations or agreements other than those expressly contained herein. All notices, requests, consents and other communications which are required or permitted under this Agreement shall be in writing, and shall be delivered personally or mailed by certified or registered mail, postage prepaid, return receipt requested (in which case the same shall be deemed given three business days after mailing), or sent by email or fax (in which case it shall be deemed given on the next business day after it is transmitted), at the addresses listed on the first page of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument, including by electronic signature. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and terminating any prior or contemporaneous agreements and communications (written and oral) regarding its subject matter. This Agreement may only be modified or any rights under it waived by a writing executed by both parties. This Agreement is solely on behalf of and for the benefit of the undersigned Parties. There are no intended third party beneficiaries to this Agreement.

Attachment C

1) **March 10, 2017 Negotiation Points, signed by Handshake March 27, 2017**
2) **Exhibit A, Implementation Services Description**
3) **Implementation Guide**
4) **handshake Deployment Timeline**

Handshake
APPENDIX A – Dated March 10, 2017
Negotiation Points

Radford University RFP # R17-016

As allowed in Section **VIII) B** of the subject RFP, the University is conducting negotiations. Following is a list of negotiation questions we are requesting your company to respond prior to our negotiation meeting.

You must include a response to each question in the order presented below. Do not leave any areas blank or refer the negotiation committee back to your original proposal submission. Please be concise in your response.

1. **RADFORD UNIVERSITY – QUESTION:** Do you agree there are no sections in your proposal deemed proprietary or confidential? If no, specifically identify sections and the reasons as to why they are deemed either proprietary or confidential.

   I agree there are no sections in this RFP deemed proprietary or confidential.

2. **RADFORD UNIVERSITY – QUESTION**: Are you in agreement with all terms and conditions as published in the RFP solicitation?

   We will need to work with your team to adapt the Handshake agreement to align with your requirements.

3. **RADFORD UNIVERSITY – QUESTION**: If awarded a contract do you agree to the standard two-party contract made available in the RFP document to be the only document used to award the contract?

   Handshake would need to have our agreement redlined. The reason being is the unique way that students use the platform to apply for jobs which requires unique language. Because of this we need to start from our agreement.

4. **RADFORD UNIVERSITY – QUESTION:** Please list any expectations you have of Radford University or any other institution of higher education, should you be awarded the contract?

   Please see attachment (Exhibit A-Implementation Services and Implementation Guidline)

5. **RADFORD UNIVERSITY – QUESTION:** As Handshake develops and releases new features will these be made available to Radford at no additional cost and through software upgrades?

Yes, a Handshake subscription includes every feature in the system today and any new features released. This is made available by software upgrades handled by Handshake and do not require downtime from Radford.

6. **RADFORD UNIVERSITY – QUESTION:** Does Handshake agree to hold the cost for the first 2 years of the base contract? Subsequently, as per Attachment C, Section Q titled Renewal of Maintenance in RFP # R16-016, Handshake agrees the annual subscription fee shall, in no case, exceed CPI-W as outlined in this section.

   Yes, Handshake will lock in the rate for 2 years.

7. **RADFORD UNIVERSITY – QUESTION:** In your proposal you filled out the IRS W-9. Please feel out the attached COVA W-9. Sorry for the extra work, but this document is required by the State in order for us to pay you correctly.

   See Attached

8. **RADFORD UNIVERISTY – QUESTION:** Is Handshake willing to self-register in eVA (Electronic Virginia), currently you are state registered. Are you in agreement?

   Yes, Handshake is willing to self-register in eVA.

9. **RADFORD UNIVERSITY – QUESTION:** If awarded a contract, identify all employees that will be working with Radford University

   Account Manager (assigned at sign of contract) – They provide two implementation calls, provide consultations, provide feedback around overarching platform goals. Experience implementing many universities.
   Ross Nordeen – Data Scientist, worked with over 100+ universities, assists in API integrations
   Teena Blaydes – Implementation specialist, worked with over 100+ universities, data import specialist

10. **RADFORD UNIVERSITY – QUESTION:** What is required of RU during implementation?

    Please see attachment (Exhibit A-Implementation Services and Implementation Guideline)

11. **RADFORD UNIVERSITY – QUESTION:** If awarded a contract by middle of April, please provide Implementation timeline, milestones and deliverables (including importing, integration, etc). The Anticipated Go Live for Radford University is prior to fall semester start of August, 2017. Would HandShake be able to support this Go Live Date?

    We would be able to launch Handshake by August 2017. Please see attached implementation steps breakdown.

12. **RADFORD UNIVERSITY – QUESTION:** This proposal was written with cooperative language to include the additional 10 Virginia Association of State College and University Purchasing Professionals ("VASCUPP") higher education schools. Are you willing to extend your current pricing proposal to these schools? If not, can you provide a standardized pricing model, to include in RU's contract, for these other institutions to utilize?

    Being that each university varies in enrollment size, staff size, implementation needs, and support needs, we are unable to provide a "uniform" pricing model. Handshake is, however, willing to extend the negotiated terms and conditions to the additional VASCUPP higher education schools.

13. **RADFORD UNIVERSITY – QUESTION:** Please confirm that the annual subscription fee of $9,500 covers implementation and integration fees. Do you agree there are no other fees other than this annual subscription amount?

    Yes – this is an all in cost with no additional fees.

14. **RADFORD UNIVERSITY – QUESTION:** Please provide Radford University with a copy of your SOC2 report.

To request the SOC 2 report you will need to fill out this form here - https://aws.amazon.com/compliance/contact/ In the questions box please indicate that you are requesting an SOC 2 report.

15. **RADFORD UNIVERSITY – QUESTION:** What is Handshake's plans for 2 Factor Authentication ("2FA"), if any.

    Handshake allows universities to use single sign on. If Radford uses 2 factor authentication as their SSO process, then it will be reflected in the platform.

16. **RADFORD UNIVERSITY – QUESTION**: Do you have a software roadmap that you can provide?

We do not publish software development roadmaps at this time.

17. **RADFORD UNIVERSITY – QUESTION:** Can you confirm that your banner interface configuration would support secure file transfer.

Handshake supports secure file uploads via the AWS command line interface.

18. **RADFORD UNIVERSITY – QUESTION:** Will vendor provide integration support (Banner, Starfish) at no additional cost?

Universities can also upload flat files (CSV) to their AWS folder to update/upload information to Handshake. For exporting data, Radford can run reports using Handshake's Insights tool and export data in CSV, Excel, and JSON formats. Handshake also has an API (https://documentation.joinhandshake.com/v1.0/reference#introduction) that is free to use to import/export data.

19. **RADFORD UNIVERSITY – QUESTION:** Currently, Radford University does not intend to utilize HandShake's appointment function. However, if RU decides, at a later date, to utilize this function or any additional functions described in your RFP proposal, would there be any additional costs?

There is no difference in cost should Radford use the appointment tool at any time.

Answers provided by:

Eddie Tavarez
_____
Authorized Representative

Eddie Tavarez / University Partnerships
Printed Name / Title

3/27/17
Date

Exhibit A

Implementation Services Description

Overview

Handshake provides an Account Manager and enhanced high-touch support to increase University's staff competence with the platform capabilities and help onboard students efficiently. This Implementation Service is delivered remotely.

University IT and career center staff can rely on the Account Manager for guidance, assistance and mentoring in coordination with Handshake project teams, including hands-on design the University's solution implementation.

"**Kickoff Meeting Date**" means the day both parties begin technical effort toward implementation of the subscription.

"**Launch Date**" means the day the Handshake service is live for University students, subject to timely response and cooperation from University.

Approach

An implementation typically has the following elements:

- Kick-off Meeting
- Leadership Training
- Configuration Consultation
- Staff User Training

Handshake Responsibilities:

- Assign an Account Manager
- Coordinate regular check-ins on customer implementation status
- Notify customer immediately if there is an expected change in implementation effort and/or adjusted timelines are needed
- Provide a remote access learning environment for the customer
- Provide guidelines for data formatting and preparation in advance of the Kickoff Meeting Date

Customer Responsibilities:

- Ensure that data is formatted correctly, finalized and readily available by date of project Kickoff Meeting Date
- Ensure that IT personnel knowledgeable about the integrating system are available to meet with Handshake as reasonably necessary to complete implementation on time
- Prepare and engage, as needed, appropriate IT resources to resolve issues that Handshake identifies in the customer's environment as blockers for implementation (in most cases, these are rare)

Travel and Expense

While not required, if there is any mutually agreed on-site work or training, Handshake reserves the right to bill a flat rate of $1,750 per day for staff and travel costs.

Key Dates

"Launch Date" for this Exhibit will be set according to the launch cohort selected on the cover page.

Launch Date	Key Dates
June	• May 1st - Employer Invite • June 1st - Student Invite
July	• June 1st - Employer Invite • July 3rd - Student Invite
August	• July 1st - Employer Invite • Aug 1st - Student Invite

Deliverables and Action Items

Student Launch (3 weeks before Launch Date)

- One-time student export received from Registrar (data fields will be suggested by Handshake but chosen in University's discretion)
- Single-Sign-On (SSO) configured
- Handshake email whitelisted (i.e., set as a permitted sender in University's email systems)

Employer Launch (2 weeks before Launch Date)

- Employer contacts received (data fields will be suggested by Handshake but chosen in University's discretion)

Project Hours

- Handshake services team's working day is eight hours, including reasonable time for meals. Work will be performed between 9am EST to 8pm EST.
- Handshake will engage with University personnel during normal working hours.
- Handshake understands that occasions arise during customer engagements that may require additional work.. Any additional work required to complete the services specified in the agreement must be mutually agreed to in writing and will be billed at a to-be-decided daily rate. Handshake does not generally require additional hours for implementation when the University team is responding and coordinating promptly.

Scope of Work

The scope of the Implementation Service is limited to the specific elements listed above. Should customer wish to expand the engagement, Handshake will create a separate Statement of Work ("SOW") to outline the process, timeline and requirements for the additional implementation-related Services. Handshake will provide such Services specified in the SOW on a Time and Materials basis.

Implementation Guide

Welcome to Handshake!

The purpose of this guide is to help your team complete all of the steps needed to launch Handshake at your college or university. Below you can find all of the individual tasks, that your career services and IT teams will need to complete. These tasks will be presented in a checklist of all necessary tasks, with additional information following. A variety of useful tips, recommendations, and links to valuable resources to help you make the most of Handshake will be available throughout the pages and at the bottom of the guide.

- Please remember that throughout the implementation process you can always access all of our great written and video resources by visiting support.joinhandshake.com
- You can also visit the Handshake University at teachme.joinhandshake.com to sign up for upcoming webinars, see recorded trainings, and get links to our documentation.
- This site is a great technical resource for your IT team: https://documentation.joinhandshake.com/docs
- When importing your data, these knowledge base articles will provide much of the necessary information:
    a. https://support.joinhandshake.com/hc/en-us/articles/226346508-CSV-Rules-and-File-Requirements
    b. https://support.joinhandshake.com/hc/en-us/articles/222574167-Handshake-Importer-How-To
- Finally, you can always ask questions by emailing *[yourschoolemaildomain]@joinhandshake.com* to connect with both your account manager and our amazing support team!

Necessary Steps to Get Started:

This primary list contains all of the **necessary** steps to successfully implement Handshake.

- ❏ Initial IT Steps
    - ❏ IT team:

Checklist

- ❑ Single Sign On (SSO)
- ❑ Student File & Importer Survey
- ❑ White-list our Email Domain

❑ Schedule initial call with Account Manager

❑ Handshake Implementation Community

❑ Past System Metrics

❑ Follow steps indicated

❑ Staff Accounts & Preliminary School Setup

❑ Create accounts

❑ Assign roles

❑ Complete details page

❑ Add school logo

❑ Link student and employer account

❑ Employer Approval Preference

❑ Training

❑ TalentLMS videos

❑ School Settings

❑ Appointment school settings

❑ Interview school settings

❑ Information Upload

❑ From Student Information System

- ❑ Student Record and Education Data

❑ From Legacy Career Services Management Tool

- ❑ Employer Contacts Information
- ❑ Student information

For additional information to help in the transitioning process, click here or scroll down for information on Uploading Other Information, Stripe Payments, First Destination Surveys, Major Mapping, Additional Tips, and an Example Project Plan!

Initial IT Steps

This initial set of to-do items will help us have a productive and substantive first call.

❑ Identify who will be a good IT point of contact for this implementation project, and please send the following three links to your point of contact:

- ❏ Single Sign On Setup - This survey will give us the information we need to set up a Single Sign On connection with your school that students and staff will be able to use. If you don't use SSO at your school, don't worry about this step!
    - ❏ Test login into Handshake via SSO with some students to ensure they can login properly
- ❏ Importer Setup - This survey will start the conversation for uploading students, and any other values from your old systems.
- ❏ White-list our Email Domain - This step will make sure that emails you send from Handshake to your students don't accidentally get mistaken for spam and blocked by your system.
- ❏ Share a link to our documentation site in case they need more information: http://documentation.joinhandshake.com/

Work with your Handshake Account Manager to schedule an initial call and include anybody in your office who wants to join–Handshake Account Manager, IT point of contact, etc

❏

Past System Metrics

You may have already sent us this information, as we requested it as part of the initial survey to join Handshake. If you haven't already completed this, now is the time!

In order to gauge success in Handshake for your school, we ask that you run some reports on student and employer activity using your current system. This data will help us and your team understand how your student and employer engagement in Handshake will compare to your previous system - allowing your school and Handshake to celebrate increased engagement and dig into root causes if we see dips.

If you are currently on **Symplicity**, please follow the steps below to retrieve this data. After completing these steps, you will end up with two reports.

1. We've created this guide (with screenshots!) to show you how to download 3 reports: https://docs.google.com/document/d/1pPL7qy3XJaGp777QaHpw_DukSExi6Jen8BDqLHX6UfI/edit?ts=58b622e7
    - Report 1: Employer Recruiter Login Activity from 7/1/2016 - now
    - Report 2: Student Login Activity from 7/1/2016 - now
    - Report 3: Jobs and Applications posted from 7/1/2016 - now

If you are currently on **CSO**, please follow the steps below to retrieve this data. After completing these steps, you will end up with one report and one screenshot.

1. Use the one click report to see students logging into the system in the past year. Download the file that includes student name, email, student class year, active status, last login, etc.

2. Click on system stats to find the overall number counts and take a screenshot as users can no longer download system stats in CSO.

3. Use the one click report to see jobs posted in the past year. Download the file that includes job posted date, employer organization name, job location, industry, etc.

If you are currently using a system **other than Symplicity or CSO,** please contact your school's Account Manager for further instructions.

Checklist

Staff Accounts & Preliminary School Setup

The steps in this section are usually completed by one person who is the assigned project manager for Handshake's Implementation process.

- ❏ Make sure all your career services staff have accounts in Handshake. The best way to do this is by importing your data. For help on how to do this, review this article from our support site!
    - ❏ If you'd like to give them an overview of Handshake, this powerpoint can be used!

- ❏ Assign roles to each career services user account. You can do this either using a bulk upload (see the first step in the section) or manually on a career services user's profile.

    - ❏ You can use this article to understand what each role does in the system!

    - ❏ You can use this article to see how to access the importer. If you do not have access to the importer already, please contact your account manager for help.

- ❏ Complete the Details page in your School Settings

- ❏ Upload your school logo

    For help with this, check out this article or reach out to our support team for some help.

- ❏ Create a student and an employer account that are tied to the same email address

    Instructions for this process are part of your training, check out the video here!

- ❏ Complete the Employer Approval Preferences located in School Settings, which is found under your name in the upper right hand corner on your Handshake account. You'll have to do this before we can invite employers to join your Handshake system.

You are now ready to invite your employer contacts to Handshake as your staff continues training and you continue building out your school settings in the system!

Staff Training and School Settings

Checklist

Staff Training

Our training videos are a self-guided curriculum hosted by TalentLMS. You can access them by creating an account at https://joinhandshake.talentlms.com/index/signup. Click here to see a short article that shows you how how to use the Handshake University Guide!

> We recommend that your **entire team** views all of the videos found in TalentLMS–especially the ones relevant to their role. And you can always add as many extra tutorials as you'd like to watch!

School Settings

As you watch the trainings in Handshake, we recommend that you complete all of the different sections of your school settings. This article should help you get started by explaining each piece.

If you are going to use Handshake to manage appointments, make sure to complete the following areas of your school settings.

- ❏ Appointment Categories
- ❏ Appointment Locations
- ❏ Appointment Preferences
- ❏ Appointment Types

If you are going to use Handshake to manage interviews, make sure to complete the following areas of your school settings.

- ❏ Interview Schedule Templates
- ❏ Interview Schedule Timelines
- ❏ Interview Preferences
- ❏ Interview Seasons

Each step is linked to an article which includes detailed instructions and visuals to help you complete the tasks. But please feel free to reach out to your account manager to figure best practices or your support team if you need basic configuration help!

> Please note that while you are completing the training videos and practicing in Handshake, you can also be working with IT to setup your student sync and SSO, as well as to create files of past data for uploads.

Keep reading for more directions!

Uploading Information into Handshake

All files follow the same general upload principles. After correctly formatting your csv with the field names Handshake accepts, you will be able to upload those files into our Importer tool. The formatting and upload is explained more in detail in this Help Center article and in the steps indicated below.

You can click each of the links to see a more detailed example file of each, and you can always talk to your account manager or our support team to get any help you might need.

From your Legacy Career Services Management Tool

Employer Contacts

To connect with all of your employers from your previous system, you need to first download all of your employer contacts from your legacy system. Then, you can work to format that file according to Handshake's documentation. Here is a link with directions on how to create that file.

- ❏ Upload the data into Handshake using the importer. After you submit the file, our support team will analyze the data and determine if you have invalid email addresses included in your file. We will send you a list of invalid contacts and upload the rest into Handshake! Once they have been uploaded, your account manager will un-hide your school. At that time you will be visible to the Handshake network of employers, and they can start to connect with your school!
- ❏ At this point, you can now invite all of your employer contacts to join your school in Handshake! Here is a link with directions on how to complete this step.
- ❏ As part of this process, we also recommend that you send an email to your employer contacts to let them know about your switch to Handshake. Here is a useful template you can use!

  You can upload your employer contacts in batches if you want to assign labels to different groups. Reach out to our support team for more information about this.
- ❏ Start approving employers as they request to connect with your school in Handshake! Here is a link with information on how to complete this step.
- ❏ Start approving jobs just as you approved employer requests. These jobs will be available for students at your school. Here is a link with more detailed information about this process.
- ❏ Here is a useful deck to understand the difference between contacts & users

From your Student Information System (SIS)

Uploading and Inviting your Students

The earlier we start this process, the better! If possible, having a point of contact from your IT team join an early call with your account manager is a great idea, as this step becomes much easier if you collaborate with your IT team to ensure SSO is properly setup and tested and to ensure that a well-formatted student file has been uploaded.

- ❏ Student Record and Education Data

Student Sync

- ❏ Share our documentation site with your IT team and create a timeline to complete an initial upload of your student file from your Student Information System. Note: for security purposes, we don't accept student data imports from your previous system only imports directly from your Student Information System.
- ❏ Work with your IT team to ensure all the data is being uploaded and that they have filled out this survey: https://joinhandshake.typeform.com/to/rJhNbq. This article will help you navigate the formatting of each file. Note that you don't need to worry about automating your student upload until you've got your initial load of students into Handshake.
- ❏ Upload and submit your initial student file via the importer. If any formatting issues appear, our support team will get back to your IT team. Once you successfully upload student's information into Handshake and the SSO is setup and tested, students can immediately start using Handshake!
- ❏ Upload coursework data! Based on our data team's research, many students spend 10 - 20 minutes filling out all their course history data when they first go to complete their profile. We want to make this easier for students as well as provide a better search experience on both the student and employer side (example file here: https://docs.google.com/spreadsheets/d/1iF2ejRawiODbmgXwCcOjNV6d8dHu73JBJvP6HMcUEEo/edit#gid=0) . More information on how you can format this: https://documentation.joinhandshake.com/reference#course-enrollment-csv-file

Preparing for Students

- ❏ Map your school's majors to Handshake's Major categories (see "Major Mapping" below)
- ❏ Add Handshake links to your student portal and software directory
- ❏ Promote Handshake on Campus (see our branding guide) and lots of resources

Send out a student invite (see template here) Once you upload student's information into Handshake and SSO is setup, they can immediately login and start using filling out their profiles. We recommend that you also reach out

to students to let them know that Handshake has arrived! There are lots of resources in our support site to help you with this process!

Additional Information for Implementation

Other Uploads to Consider

You can upload different types of files into Handshake. The following list is information you will be able to import into the system:

- ❏ Past Appointment Data
  - ❏ A few notes on appointments:
    i. Make sure you've set up your appointment mediums first
    ii. Make sure you've set up your appointment types first
    iii. Students (and alumni) must be uploaded to the system prior to past appointment data being uploaded. This is because we need a student (or alumni) user associated with each appointment. In order for us to associate a student user to an appointment, they must have a profile in Handshake!
- ❏ Past Event Data
- ❏ Notes
- ❏ FDS

Important Implementation Discussions

Stripe Payments

Handshake integrates with Stripe–a payment processor–for event and career fair payments. To set up your account, please follow the following steps:

1) Go to School Settings -> Payment Preferences -> You will be taken to stripe.com
2) Sign up with an email address and setup a password
3) Fill out your Account Details:
   a. Business Type
   b. Legal Name
   c. Tax ID
   d. Address

e. Website
f. Company Representative + verification details– This should be the person used to verify this account belongs to your school. If someone forgets the password, this is the information the bank will ask for.
g. Credit Card Details – These details will be shown on the receipt to the customer so it is important to add your school's name. The phone number here will be used by the bank if there is a question with your account.
h. Routing Info and Account number.

4) Authorize this account.
5) If you ever want to check your account balance, go to dashboard.stripe.com using the email and password you created in the step above.

Resources for Stripe in Handshake:

- https://support.joinhandshake.com/hc/en-us/articles/218692978-How-do-I-view-payment-history-
- https://support.joinhandshake.com/hc/en-us/articles/218693698-Setup-a-Stripe-Account

First Destination Reporting

Handshake offers a survey that is integrating outcomes reporting into both the student and employer experience within the system to demonstrate ROI in unprecedented ways. In order to help us best understand how to advise, we request you answer the questions below:

- When do you send out the First Destination Survey/Outcomes survey to your graduating class?
- Do you administer two surveys a year - one for Fall graduates and spring graduates? Or only one survey?
- What tool do you use for your outcomes data right now?
- Resources for Handshake's First Destination Survey:
    - https://support.joinhandshake.com/hc/en-us/articles/218693508-First-Destination-Survey-Questions
    - https://support.joinhandshake.com/hc/en-us/articles/235207548-First-Destination-Survey-Commonly-Asked-Questions
    - https://support.joinhandshake.com/hc/en-us/articles/115001930948-How-to-use-Skip-Logic-in-your-Additional-Questions-for-FDS
    - https://support.joinhandshake.com/hc/en-us/articles/219133387-How-to-create-a-new-First-Destination-Survey

Major Mapping

Checklist

The names of majors vary from school to school. To help employers avoid confusion when evaluating students from different schools, and to help ensure that employers find the students Handshake created Major Groups. Each major group on Handshake's list represents a relatively broad field of study (for example "architecture" or "advertising") which typically incorporates a number of majors.

During this task, you will map all unique majors offered at your school to Handshake's list of Major Groups. A major group will most likely contain more than one major and some majors may be mapped to more than one major group. Please be very deliberate in your major mapping process (think critically about mapping a major to more than 3 major groups) as this mapping will affect every student's job search experience. To complete this process, follow the steps below:

In the UI:

In bulk via CSV:

- Using your initial student import file, identify the unique majors offered at your school.
- Upload a CSV file of your majors mapped to major groups to the importer. Sample here: Formatting requirements listed here: http://documentation.joinhandshake.com/en/latest/csv.html?highlight=major#majors
- Each time students are loaded into the system with majors that have not yet been mapped, map those majors in Handshake in school settings. Information here: https://support.joinhandshake.com/hc/en-us/articles/218692828-Major-Groups

On Campus Employment

Check out our guide to On Campus Employment! If you'd like to bring your work-study or on-campus job process into Handshake, this guide has everything you need to know about setting that up.

Test Kiosk Check in

Setup and test card swipe readers for checking into Handshake (if desired).

- https://support.joinhandshake.com/hc/en-us/articles/218693498-Card-Swipe-Check-In-for-Students
- https://support.joinhandshake.com/hc/en-us/articles/232288088-Kiosk-Configuration

Alumni Management

There are two great resources in our help center that go over the management of alumni. While you can upload alumni profiles as a part of the student upload, it's typically easier to simply communicate to them how they can connect with your school.

- How alumni connect with your school: https://support.joinhandshake.com/hc/en-us/articles/227144687

- How to graduate students to alumni: https://joinhandshake.zendesk.com/hc/en-us/articles/227482608

Tips for Ongoing Use of Handshake

- Check out our Handshake University at teachme.joinhandshake.com to see all of our upcoming webinars and recordings of past webinars! These are very useful 1-hour sessions hosted by Handshake product experts where you can see more about Handshake and get answers to any and all questions.
- You can always go back and re-train in Handshake! We are always looking to make updates to our training videos so they stay current with our product, so these videos can be a great way to stay current. If you visit joinhandshake.talentlms.com, you can login and view the videos any time. If your account has expired, just shoot an email to our support team and we reactivate your account!
- Use the Implementation User Community to get in touch with your implementation peers. Our User community is a curated space for you to share and request best practices, hear from other schools, and get connected for easy collaboration. Your AM will invite you after the first call. If you haven't received an invite to the group, just reach out to our support team and they will send you an invitation.
- We are always updating our support site with new articles and links to marketing information. If you check the marketing section, you can see articles written by members of the Handshake team and by schools who want to share their best practices with you! You can also find a nice presentation on how to introduce Handshake to students here.

Need more marketing resources for Handshake? You can start by downloading our Branding Guide for a useful set of logos and color guidelines. Also, feel free to check out our Pinterest page, where we have a variety of free resources for you to download.

Checklist

Example Project Plan

June Cohort

Milestone #	Milestone	Owner	Target Completion Date
1	Run Reports on Past System Metrics	CS POC	Two Weeks from Kickoff
1	Whitelist Email Domains	IT POC	Two Weeks from Kickoff
2	Join our Handshake Implementation Community	CS POC	Two Weeks from Kickoff
3	Invite Staff and Assign Roles	CS POC	Three Weeks from Kickoff
4	Complete System Configuration	CS POC	3/31/2017
5	Complete Relevant Trainings	All	3/31/2017
6	Complete SSO configuration	IT POC	4/3/2017
7	Create Stripe Payment Account	CS POC	4/3/2017
8	Upload employer contacts	CS POC	4/14/2017
9	**Launch to Employers**	CS POC	5/1/2017
10	Test Name Tag Printing and Login Kiosks	CS POC	5/1/2017
11	Upload Students	IT POC	5/1/2017
12	Map your Majors	CS POC	5/3/2017
13	**Launch to Students**	CS POC	6/1/2017
14	Launch FDS Survey	CS POC	6/1/2017

Checklist

July Cohort

Milestone #	Milestone	Owner	Target Completion Date
1	Run Reports on Past System Metrics	CS POC	Two Weeks from Kickoff
1	Whitelist Email Domains	IT POC	Two Weeks from Kickoff
2	Join our Handshake Implementation Community	CS POC	Two Weeks from Kickoff
3	Invite Staff and Assign Roles	CS POC	Three Weeks from Kickoff
4	Complete System Configuration	CS POC	4/28/2017
5	Complete Relevant Trainings	All	4/28/2017
6	Complete SSO configuration	IT POC	5/5/2017
7	Create Stripe Payment Account	CS POC	5/5/2017
8	Upload employer contacts	CS POC	5/12/2017
9	**Launch to Employers**	CS POC	6/1/2017
10	Test Name Tag Printing and Login Kiosks	CS POC	6/1/2017
11	Upload Students	IT POC	6/1/2017
12	Map your Majors	CS POC	6/5/2017
13	**Launch to Students**	CS POC	6/30/2017
14	Launch FDS Survey	CS POC	6/30/2017

Checklist

August Cohort

Milestone #	Milestone	Owner	Target Completion Date
1	Run Reports on Past System Metrics	CS POC	Two Weeks from Kickoff
1	Whitelist Email Domains	IT POC	Two Weeks from Kickoff
2	Join our Handshake User Community	CS POC	Two Weeks from Kickoff
3	Invite Staff and Assign Roles	CS POC	Three Weeks from Kickoff
4	Complete System Configuration	CS POC	5/31/2017
5	Complete Relevant Trainings	All	5/31/2017
6	Complete SSO configuration	IT POC	6/9/2017
7	Create Stripe Payment Account	CS POC	6/9/2017
8	Upload employer contacts	CS POC	6/16/2017
9	**Launch to Employers**	CS POC	7/3/2017
10	Test Name Tag Printing and Login Kiosks	CS POC	7/3/2017
11	Upload Students	IT POC	7/7/2017
12	Map your Majors	CS POC	7/12/2017
13	**Launch to Students**	CS POC	8/1/2017
14	Launch FDS Survey	CS POC	8/1/2017

Checklist

Implementation Timeline
The size of the circle indicates relative time requirement.

- Purchasing Owned
- IT Owned Task
- Career Services Task

Step	Description	Start Date	End Date
1	Sign Handshake contract / agreement.	April 1, 2017	April 29, 2017
2	Run reports on past system metrics & export legacy data.	April 29, 2017	May 15, 2017
3	IT to whitelist Handshake email domains.	April 29, 2017	May 15, 2017
4	Career services to complete systems configuration*	March 15, 2017	April 14, 2017
5	Career services completes training**	April 14, 2017	May 14, 2017
6	IT to Complete single sign on form and setup	March 15, 2017	April 14, 2017
7	Upload employer relationships to Handshake	March 15, 2017	April 14, 2017
8	Setup Payments	March 15, 2017	April 14, 2017
9	Test name tag printing and login kiosks	March 30, 2017	April 14, 2017
10	It to write student upload script***	April 29, 2017	May 15, 2017
11	Launch to Employers	May 15, 2017	
12	Launch to Students	June 15, 2017	

Implementing Handshake

The Handshake team has extensive experience assisting schools in their migration to the Handshake platform. Handshake is designed to require minimal required configuration. This cuts down configuration and training time and allows us to implement Handshake in an average of 4-6 weeks, regardless of the size of institution.

Handshake takes a hands on approach to ensure a successful implementation. Your dedicated account manager will work with you every step to ensure your institutions sees the full benefits of the Handshake system.

IT Requirements and Expectations

Handshake has designed the implementation process to be as lightweight on IT as possible. IT responsibilities break into two key areas that can generally be completed with 10 - 20 hours of work.

1) Send Handshake single sign details by filling out this form.

2) Student data sync - uploading a flat file to Handshake using the process outlined here.

Both of these processes can generally be completed in a few weeks. For common questions asked by IT teams please visit our documentation page here: documentation.joinhandshake.com

Attachment D

Handshakes' Terms of Service for Students of University

Handshake Terms of Service

Handshake Terms of Service

By accessing or using the Company websites at www.stryder.io, joinhandshake.com, and related subdomains, the Company service commonly referred to as Handshake and/or other Company services, or any applications (including mobile applications) made available by Company (together, the "Service"), however accessed, you agree to be bound by these terms of use ("Terms of Use"). The Service is owned or controlled by Stryder Corp. ("Company"). These Terms of Use affect your legal rights and obligations. If you do not agree to be bound by all of these Terms of Use, do not access or use the Service.

There may be times when we offer a special feature that has its own terms and conditions that apply in addition to these Terms of Use. In those cases, the terms specific to the special feature control to the extent there is a conflict with these Terms of Use.

We want to note up front that by using the Services, you consent to:

- The Company's sharing of your personally identifiable information, contact details, education history and grades, and other information you enter through the Services with your school(s) and potential employers.

- The company use and sharing with third parties (in some cases, for compensation) of data gathered through your inputs to and interactions with the Services in de-identified form.
- You can delete your personal information from our Services, but residual information about your previous use of the Services will remain on our systems even after an account is deleted.

Basic Terms

1. You must be at least 18 years old to use the Service. If you are not 18 years of age please have a legal guardian fill out this form and email it to support@joinhandshake.com to use the Service.
2. You may not post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos or other content via the Service.
3. You are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your account, followers, username, or any account rights. With the exception of people or businesses that are expressly authorized to create accounts on behalf of their employers or clients, Company prohibits the creation of and you agree that you will not create an account for anyone other than yourself. You also represent that all information you provide or provided to Company upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.
4. You agree that you will not solicit, collect or use the login credentials of other Company users.
5. You are responsible for keeping your password secret and secure.
6. You must not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information via the Service, including, without limitation, your or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.
7. You may not use the Service for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the Service and your Content (defined below), including but not limited to, copyright laws.
8. You are solely responsible for your conduct and any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other content or

materials (collectively, "Content") that you submit, post or display on or via the Service.

9. You must not change, modify, adapt or alter the Service or change, modify or alter another website so as to falsely imply that it is associated with the Service or Company.
10. You must not create or submit unwanted email, comments, likes or other forms of commercial or harassing communications (a/k/a "spam") to any Company users.
11. You must not use domain names or web URLs in your username without prior written consent from Company.
12. You must not interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way any Company page is rendered or displayed in a user's browser or device.
13. You must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.
14. You must not attempt to restrict another user from using or enjoying the Service and you must not encourage or facilitate violations of these Terms of Use or any other Company terms.
15. Violation of these Terms of Use may, in Company's sole discretion, result in termination of your Company account. You understand and agree that Company cannot and will not be responsible for the Content posted on the Service and you use the Service at your own risk. If you violate the letter or spirit of these Terms of Use, or otherwise create risk or possible legal exposure for Company, we can stop providing all or part of the Service to you.

General Conditions

1. We reserve the right to modify or terminate the Service or your access to the Service for any reason, without notice, at any time, and without liability to you. You can deactivate your Company account by emailing us at support@joinhandshake.com and we will remove your personal details in accordance with our Privacy Policy.
2. Upon termination, all licenses and other rights granted to you in these Terms of Use will immediately cease.
3. We reserve the right, in our sole discretion, to change these Terms of Use ("Updated Terms") from time to time. Unless we make a change for legal or administrative reasons, we will provide reasonable advance notice before the Updated Terms

become effective. You agree that we may notify you of the Updated Terms by posting them on the Service OR by sending users an email, and that your use of the Service after the effective date of the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms of Use and any Updated Terms before using the Service. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Service from that point forward. These Terms of Use will govern any disputes arising before the effective date of the Updated Terms.

4. We reserve the right to refuse access to the Service to anyone for any reason at any time.
5. We reserve the right to force forfeiture of any username or account for any reason.
6. We may, but have no obligation to, remove, edit, block, and/or monitor Content or accounts containing Content that we determine in our sole discretion violates these Terms of Use.
7. You are solely responsible for your interaction with other users of the Service, whether online or offline. You agree that Company is not responsible or liable for the conduct of any user. Company reserves the right, but has no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment when interacting with others, including when you submit or post Content or any personal or other information.
8. There may be links from the Service, or from communications you receive from the Service, to third-party web sites or features. There may also be links to third-party web sites or features in images or comments within the Service. The Service also includes third-party content that we do not control, maintain or endorse. Functionality on the Service may also permit interactions between the Service and a third-party web site or feature, including applications that connect the Service or your profile on the Service with a third-party web site or feature. For example, the Service may include a feature that enables you to share Content from the Service or your Content with a third party, which may be publicly posted on that third party's service or application. Using this functionality typically requires you to login to your account on the third-party service and you do so at your own risk. Company does not control any of these third-party web services or any of their content. You expressly acknowledge and agree that Company is in no way responsible or liable for any such third-party services or features. YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH THIRD PARTIES FOUND THROUGH THE SERVICE ARE SOLELY BETWEEN YOU AND THE THIRD PARTY. You may choose, at your sole and absolute discretion and risk, to use applications that connect the Service or your profile on the

Service with a third-party service (each, an "Application") and such Application may interact with, connect to or gather and/or pull information from and to your Service profile. By using such Applications, you acknowledge and agree to the following: (i) if you use an Application to share information, you are consenting to information about your profile on the Service being shared; (ii) your use of an Application may cause personally identifying information to be publicly disclosed and/or associated with you, even if Company has not itself provided such information; and (iii) your use of an Application is at your own option and risk, and you will hold the Company Parties (defined below) harmless for activity related to the Application.

9. You agree that you are responsible for all data charges you incur through use of the Service.
10. We prohibit crawling, scraping, caching or otherwise accessing any content on the Service via automated means, including but not limited to, user profiles and photos (except as may be the result of standard search engine protocols or technologies used by a search engine with Company's express consent).

Rights

1. Company does not claim ownership of any Content that you post on or through the Service. Instead, you hereby grant to Company a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the Content that you post on or through the Service, subject to the Service's Privacy Policy, available here, including but not limited to sections 3 ("Sharing of Your Information"), 4 ("How We Store Your Information"), and 5 ("Your Choices About Your Information"). You can choose who can view your Content and activities, as described in the Privacy Policy.
2. Some of the Service is supported by advertising revenue and may display advertisements and promotions, and you hereby agree that Company may place such advertising and promotions on the Service or on, about, or in conjunction with your Content. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you.
3. You acknowledge that we may not always identify paid services, sponsored content, or commercial communications as such.
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and any other monies owed by reason of Content you post on or through the Service; and (iv) you have the legal right and capacity to enter into these Terms of Use in your jurisdiction.

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8. You agree that Company is not responsible for, and does not endorse, Content posted within the Service. Company does not have any obligation to prescreen, monitor, edit, or remove any Content. If your Content violates these Terms of Use, you may bear legal responsibility for that Content.

You agree that Company may share your personally identifiable information, contact details, education history and grades, and other information you enter through the Services with your school(s) and potential employers and may use and share with third parties (in some cases, for compensation) data gathered through your inputs to and interactions with the Services in de-identified form.

1. Except as otherwise described in the Service's Privacy Policy, as between you and Company, any Content will be non-confidential and non-proprietary and we will not be liable for any use or disclosure of Content. You acknowledge and agree that your relationship with Company is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any Content does not place Company in a position that is any different from the position held by members of the general public, including with regard to your Content. None of your Content will be subject to any obligation of confidence on the part of Company, and Company will not be liable for any use or disclosure of any Content you provide.
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1. We respect other people's rights, and expect you to do the same.
2. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.

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YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF COMPANY'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, SERVICE, PROPERTY, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY THE COMPANY PARTIES, AND YOU WILL

HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY THE COMPANY PARTIES.

BY ACCESSING THE SERVICE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

COMPANY IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

Indemnification

You (and also any third party for whom you operate an account or activity on the Service) agree to defend (at Company's request), indemnify and hold the Company Parties harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Service or those conducted on your behalf): (i) your Content or your access to or use of the Service; (ii) your breach or alleged breach of these Terms of Use; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. You will cooperate as fully required by Company in the defense of any claim. Company reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of Company.

Arbitration

Except if you opt-out or for disputes relating to: (1) your or Company's intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights and patents); OR (2) violations of provisions 13 or 15 of the Basic Terms, above ("Excluded Disputes"), you agree that all disputes between you and Company (whether or not such dispute involves a third party) with regard to your relationship with Company, including without limitation disputes related to these Terms of Use, your use of the Service, and/or rights of privacy and/or publicity, will be resolved by binding, individual arbitration under the American Arbitration Association's rules for arbitration of consumer-related disputes and you and Company hereby expressly waive trial by jury. As an alternative, you may bring your claim in your local "small claims" court, if permitted by that small claims court's rules. You may bring claims only on your own behalf. Neither you nor Company will participate in a class action or class-wide arbitration for any claims covered by this agreement. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if Company is a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act. In the event the American Arbitration Association is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either Company or you can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Use.

You may opt out of this agreement to arbitrate. If you do so, neither you nor Company can require the other to participate in an arbitration proceeding. To opt out, you must notify Company in writing within 30 days of the date that you first became subject to this arbitration provision. You must use this address to opt out:

Stryder Corp 501 W. South Ave Houghton MI, 49930

You must include your name and residence address, the email address you use for your Company account, and a clear statement that you want to opt out of this arbitration agreement.

If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this

Arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with Company.

Time Limitation on Claims

You agree that any claim you may have arising out of or related to your relationship with Company must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

Governing Law & Venue

These Terms of Use are governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law AND WILL SPECIFICALLY NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE. For any action at law or in equity relating to the arbitration provision of these Terms of Use, the Excluded Disputes or if you opt out of the agreement to arbitrate, you agree to resolve any dispute you have with Company exclusively in a state or federal court located in Santa Clara, California, and to submit to the personal jurisdiction of the courts located in Santa Clara County for the purpose of litigating all such disputes.

If any provision of these Terms of Use is held to be unlawful, void, or for any reason unenforceable during arbitration or by a court of competent jurisdiction, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provisions. Company's failure to insist upon or enforce strict performance of any provision of these Terms will not be construed as a waiver of any provision or right. No waiver of any of these Terms will be deemed a further or continuing waiver of such term or condition or any other term or condition. Company reserves the right to change this dispute resolution provision, but any such changes will not apply to disputes arising before the effective date of the amendment. This dispute resolution provision will survive the termination of any or all of your transactions with Company.

Entire Agreement

If you are using the Service on behalf of a legal entity, you represent that you are authorized to enter into an agreement on behalf of that legal entity. These Terms of Use constitute the entire agreement between you and Company and governs your use of the Service, superseding any prior agreements between you and Company. You will not assign

the Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Company. Any purported assignment or delegation by you without the appropriate prior written consent of Company will be null and void. Company may assign these Terms of Use or any rights hereunder without your consent. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid or otherwise unenforceable, the parties nevertheless agree that such portion will be deemed severable from these Terms of Use and will not affect the validity and enforceability of the remaining provisions, and the remaining provisions of the Terms of Use remain in full force and effect. Neither the course of conduct between the parties nor trade practice will act to modify the Terms of Use. These Terms of Use do not confer any third-party beneficiary rights.

Territorial Restrictions

The information provided within the Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Company to any registration requirement within such jurisdiction or country. We reserve the right to limit the availability of the Service or any portion of the Service, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that Company provides.

Software related to or made available by the Service may be subject to United States export controls. Thus, no software from the Service may be downloaded, exported or re-exported: (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software related to the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list.

The effective date of these Terms of Use is January 1, 2015. These Terms of Use were written in English (US). To the extent any translated version of these Terms of Use conflicts with the English version, the English version controls.

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Privacy Policy • Terms of Service
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Attachment E

Handshakes' Privacy Statement for Students of University

Handshake Privacy Policy

Last updated and effective as of: January 1, 2015

Welcome to the website located at www.joinhandshake.com and related subdomains (the "Site") and/or the Handshake Software-as-a-Service product and related services (the "Service"), each owned and operated by Stryder Corp. ("Stryder," "we," "us," or "our," as used in this Policy). This Privacy Policy explains how we collect, use and share information gathered from visitors to our Site and end-users of our Services ("you," "your, or "users" as used in this Policy). If you engage us to provide services directly to your organization or university, our data handling promises are set forth in our contract with you.

We want to be clear up front, though the following policy explains in detail:

Students who use our Services may upload or direct us to collect personal information about them and information about their education history. In this case, we will share part of all of the information we gather with potential employers and/or third parties that can help such students get jobs. We may generate reports from our collective data holding that describe some or all of our users on an anonymous basis, and in some cases we may sell such reports. Once you have used the Services, certain results of the processing of your data will be stored on our servers indefinitely, though we remove personal information after you delete your account. What We Collect

When you visit the Site, we log and store your IP Address and technical information about your visit like your browser type and how you progressed through the Site, where you abandoned it, etc. ("Usage Data"). We may also connect Usage Data in connection with your use of the Services.

As a Site visitor, we place a small piece of software referred to as a "cookie " on your computer to help us collect this Usage Data. If you use the Services and create an account, we also use this cookie to recognize you on return visits and expedite the login process. You can remove this and other cookies through your browser preferences menu, though the exact method varies depending on the type of browser you use – but note that you won't be able to log into our service if your cookies are disabled. If you visit from a mobile device, we may reference your device identifier or other information about where your visit originated.

Cookies used by our Services are "session" cookies that last between 2 and 3 hours by default, which expire after you log out. If you select "Remember me" when you login, this cookie is stored for a longer period of up to 20 years in order to expedite future logins and avoid your having to re-enter passwords frequently. We encrypt our cookies and do not store personal information in these cookies.

When you register, we collect and store your name, email, school, GPA, [address, phone] and other contact information, and you may choose to enter other information about yourself, your major, or your job history, for example. We refer to all of this information in this Policy as "Registration Information."

When we send an email from the Service, it contains embedded software code that tracks when the email has been opened or clicked upon. This functionality sends the resulting records back to our Service, which may be associated with other information you have provided us.

To stop receiving notifications and/or promotions, please click the link found at the bottom of each email or update your account preferences.

How We Use It

Usage Data helps us monitor aggregate metrics such as total number of visitors, traffic, usage, and demographic patterns on our Site, diagnose or fix technology problems, and otherwise plan for, improve and enhance our Site or our business operations. We may associate Usage Data we automatically collect with your other information if you become a user of the Services.

We use Registration Information to help connect you with potential employers and to help employers better understand their applicant pools, including by searching all candidates using our Services through a filtered search or query. This may result in display of your name, GPA, and major (for example) to an employer, in those employers/entities making direct contact with you, and/or the display of advertising those entities think might be relevant to you. Your identity and application information may be displayed to employers according to your expressed preferences when using the Services. Information about an employer's organization may also be displayed to other users. For example, to allow you to apply for a particular position, we may forward your resume to the applicable employer. We don't collect or use information about you that you don't input into the Services unless you choose to integrate a third party account you control with Handshake, in which case we may use data collected through that application in other ways.

Both Registration Information and Usage Data may be de-identified (according to our best efforts) and used to create reports about our user behavior, to run analytics, to generate advertising criteria that we allow third parties to use to target ads to our users, to make suggestions in our applications and Services for matching criteria, and other similar reporting and analytics functions (including selling anonymized reports to third parties). These external reports would not include personally-identifiable information about users of our Services.

Data regarding employers and their behavior on the Services and in related transactions may also be collected and used in reporting and analytics.

Sharing

We may share Usage Data with our third party service providers in the course of our operations, with affiliates of our business, or in connection with the display of first or third party advertising specific to your geographic location. We may also engage third parties to help us improve our business, such as analytics providers, and such parties may have access to aggregate or individual Usage Data.

We may also share users' personal information with:

Other companies owned by or under common ownership with us (i.e., any organization we own or control) or our ultimate holding companies (i.e., any organization that owns or controls us) and any subsidiaries it owns. These companies will use your personal information in the same way as we can under this Policy; Third party vendors, consultants and other service providers that perform services on our behalf, in order to carry out their

work for us, which may include providing cloud storage or hosting services, marketing assistance, email delivery, content or service fulfillment, or providing analytics services. We share personal information with these third parties as needed to perform services for us and under reasonable confidentiality terms; Our business partners who offer a service to you jointly with us, for example, when running a co-sponsored contest or promotion or offering employment opportunities to our users; Third parties upon your request. For example, you may have the option to share your activities on our Services with your friends through social media or with employers you want to contact; Other parties in connection with any company transaction, such as a merger, sale of company assets or shares, reorganization, financing, change of control or acquisition of all or a portion of our business by another company or third party or in the event of bankruptcy or related or similar proceedings; and Third parties as required to (i) satisfy any applicable law, regulation, subpoena/court order, legal process or other government request, (ii) enforce our Terms of Service, including the investigation of potential violations thereof, (iii) investigate and defend ourselves against any third party claims or allegations, (iv) protect against harm to the rights, property or safety of Stryder, Handshake, its users or the public as required or permitted by law and (v) detect, prevent or otherwise address criminal (including fraud or stalking), security or technical issues. We may also share information with others in an aggregated and anonymous form that does not reasonably identify you directly as an individual. Storage, Security and How to Remove Your Information

We store user Personal Information on servers in the United States under the control of our third party service provider in a single database. While we reserve the right to change service providers, the current provider maintains security features in compliance with ISO 27001, SOC1 and SOC 2/SSAE 16/ISAE 3402 (formerly known as SAS 70 Type II, PCI level 1, FISMA Moderate, and requirements of Sarbanes-Oxley.

Our servers' data is backed up by our service providers daily. We perform monthly penetration testing on our own application to consistently improve our internal, custom security features.

Transmissions to and from (and between) our Services' user interface(s) are encrypted with Secure Socket Layer ("SSL") technology. We use 128-bit SSL as of the date of this policy to secure transmissions within, to, and from our Services (including data incoming from third party sources).

As of the date of this policy, we are in the process of encrypting our databases while "at rest" – that is, during storage while the data is not being used or called by our servers.

We use access restrictions to limit third party access to our admin functions. Except in cases of emergency, Administrators with access to user personal information only access the information necessary to perform their specific functions. Such Administrators must have be employed by us under standard employee confidentiality restrictions or must have passed our internal review process, each of which include spending time being trained on ethical handling of data and proper data access policies. Such access is carefully logged and monitored, and the need for continued access is periodically re-reviewed.

We care about the security of your information and use commercially reasonable physical, administrative, and technological safeguards to preserve the integrity and security of all information we collect and, in some cases, share with our service providers – as described above. Information at rest, stored on our servers, is only encrypted where a partner university so requests. IF YOU ARE UNCOMFORTABLE WITH THE UNENCRYPTED STORAGE OF THE INFORMATION DESCRIBED HEREIN, PLEASE DO NOT SUBMIT INFORMATION TO US THROUGH THE SERVICES. While we take reasonable precautions against possible security breaches, no website or internet transmission is completely secure and we cannot guarantee that unauthorized access, hacking, data loss or other breach will never occur. In the event that any information under our control is compromised as a result of a breach of security, we will take reasonable steps to investigate the situation and where appropriate, notify those individuals whose information may have been compromised and take other steps, in accordance with any applicable laws and regulations.

Your activity on the Site does not allow us to recognize or acknowledge Do Not Track signals, though our registration process and services are secured according to specific contractual promises. Do not transmit any sensitive or personal information using the Site other than as directed to enter into a subscription or trial with us.

Deleting Your Account. Personal Information is sent to archive if a user deletes or abandons their account. Users can do so by sending a message to "support@joinhandshake.com" requesting such deletion. You can also archive your account within the Service. If deletion is requested, accounts are archived for sixty days in case the user changes his or her mind, or a career services agent makes a mistake and didn't mean to delete the account. Archiving the student will not remove their Personal Information entirely from our systems. After the 60 day retention period, we will remove and/or disassociate your name, email address, and/or personal contact information from our records in any way practicable, though we retain certain usage information about your behavior and interactions while using our service, backup copies of certain of our data,

and other de-identified information about your account activity notwithstanding any such deletion.

Third Party Links

The Site may, from time to time, contain links to and from third party websites of our partner networks, advertisers, partner merchants, retailers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for their policies. Please check the individual policies before you submit any information to those websites.

Children

Minors under 18 are not permitted to use our Site without express parental consent to both use the Services and be bound by our Terms of Service and this Policy. We do not intentionally collect information from minors under 13. If you believe we have collected any personal information from a child younger than 13 years of age, please notify us immediately at support@joinhandshake.com and we will do anything reasonably possible to remove that information from our systems.

Contact Us and Accessing Your Information

If you have any questions about our privacy practices, or if you wish to remove any of your personal information from our records please contact us at either:

Stryder Corp
Attn: Privacy
660 4th Street
#113
San Francisco, CA 94107

or

support@joinhandshake.com

Note that we do not have identifying information on file for most users. We can only remove personal information actually in our possession.

Updates to this Policy

If we update this policy and make material changes to it, as determined in our sole discretion, we will email our users and inform them of the update. You must check this policy periodically for minor changes, which may be made without notice at any time.

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