



# CHRISTOPHER NEWPORT UNIVERSITY

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## COMMONWEALTH OF VIRGINIA

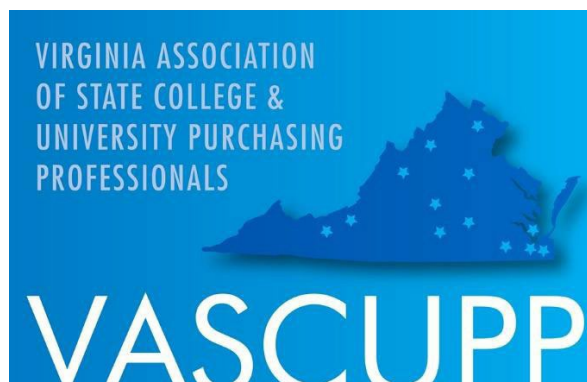
### REQUEST FOR PROPOSAL (RFP)

**RFP 242-27-00013-AS**

## ONLINE SEXUAL ASSAULT EDUCATION PROGRAM

**DUE: THURSDAY NOVEMBER 19, 2026 AT 2:00 P.M.**

**April Shuman, CUPO, VCO, VCARM**  
**Contracting Officer**  
**Phone: (757) 594-7466**  
**Email: [april.shuman@cnu.edu](mailto:april.shuman@cnu.edu)**



**COMMONWEALTH OF VIRGINIA  
CHRISTOPHER NEWPORT UNIVERSITY  
SEALED REQUEST FOR PROPOSAL (RFP)**

Issue Date: Monday, October 12, 2026

RFP# 242-27-00013-AS

Title:

Online Sexual Assault Education Program

Commodity Code(s):

92400, 92506, 92416, 92418, 95271,

Issuing Agency:

Commonwealth of Virginia  
Christopher Newport University  
1 Avenue of the Arts  
Newport News, VA 23606-3072

**Sealed Proposal will be Received Until:**

**Thursday, November 19, 2026 at 2:00 p.m.**  
For Furnishing the Services described herein.

Initial Period of Contract: From April 20, 2027 through April 19, 2028 with four (4) 1-year optional renewals.

All inquiries for information should be directed to [april.shuman@cnu.edu](mailto:april.shuman@cnu.edu). All inquiries must be received no later than **Thursday, October 29, 2026 by 12:00 p.m.**

Sealed proposals, subject to the terms and conditions of this solicitation, will be accepted by the Contracting Officer for Christopher Newport University until the specified due date and time. **All responses must be submitted electronically through the Euna Solutions/Bonfire e-Procurement Platform at <https://cnu.bonfirehub.com>.**

Additional instructions for bid submission are provided under "Submission Instructions" within the Scope of Work/Specifications section of this document, as well as in Exhibit A: Bonfire Submission Instructions.

In compliance with this Request for Proposal (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation and the undersigned firm hereby certifies that all information provided below and, in any schedule, attached hereto is true, correct, and complete.

Name and Address of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Zip  
Code: \_\_\_\_\_  
eVA Vendor ID or DUNS#: \_\_\_\_\_  
Fax  
Number: \_\_\_\_\_  
E-mail  
Address: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Signature In Ink)

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

(Please Print)

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

Telephone Number: \_\_\_\_\_

**PRE-PROPOSAL CONFERENCE:** An optional pre-proposal conference will be held on Thursday, October 22, 2026 at 2:00 p.m. at the following video conferencing/dial in number: [meet.google.com/uhn-gvdy-vxi](https://meet.google.com/uhn-gvdy-vxi) or (US) +1 405-458-9420 PIN: 413 858 490#

**Note:** This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

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### **ATTACHMENTS:**

Attachment A – *PRICING SCHEDULE*

Attachment B – *CONFLICT OF INTEREST STATEMENT*

Attachment C – *VENDOR DATA SHEET*

Attachment D – *STATE CORPORATION COMMISSION FORM*

Attachment E – *SMALL BUSINESS SUBCONTRACTING PLAN*

Attachment F – *PROPRIETARY & CONFIDENTIAL INFORMATION FORM*

Attachment G- *CONTRACTOR BACKGROUND CERTIFICATION*

Attachment H- *DATA PROTECTION ADDNENDUM*

## **I. PURPOSE**

The purpose of this Request for Proposal (RFP) solicitation is to identify and procure a fully realized, off-the-shelf, cloud-based solution for Online Sexual Assault Education Programs for Christopher Newport University (CNU), an Agency of the Commonwealth of Virginia. The contract shall be for a period of one (1) year with the option of renewal for four (4) successive one (1) year periods.

This solicitation and resulting contract(s) are intended to allow for cooperative procurement by Virginia Association of State College & University Purchasing Professionals (VASCUPP) members and other institutions.

## **II. BACKGROUND**

A four-year public university in Newport News, Virginia, Christopher Newport University enrolls 5,000 students in rigorous academic programs in the liberal arts and sciences through the College of Arts and Humanities, the College of Natural and Behavioral Sciences, the College of Social Sciences, and the Luter School of Business. Christopher Newport University offers great teaching and small class sizes with an emphasis on leadership, civic engagement and honor.

For more information about the university, visit [www.cnu.edu](http://www.cnu.edu).

## **III. STATEMENT OF NEEDS**

### **A. GENERAL:**

The requirements of Title IX and the Violence Against Women Act (VAWA), requires institutions to provide training and education for all new students about Title IX sexual harassment including sexual assault/violence, dating violence, domestic violence, and stalking.

Those specific requirements include;

1. Statement prohibiting Sexual Harassment, Sexual Assault, Dating Violence, Domestic Violence, and Stalking on campus
2. Definitions of Title IX Sexual Harassment, Sexual Assault, Dating Violence, Domestic Violence, and Stalking
3. Definitions of consent as it relates to sexual activity and specific to the institution's policy
4. Description and examples of safe bystander intervention options
5. Information on risk reduction
6. Warning signs of abusive relationships
7. Information on the institution's reporting procedures, rights, confidentiality, formal complaint procedures, and campus resources
8. Information regarding who is designated at the institution to report to the Office of Institutional Compliance/Title IX about incidents of sexual harassment and sexual misconduct pursuant to institutional policy.
9. On-going prevention and awareness campaigns

### **B. SPECIFIC REQUIREMENTS:**

In addition to a Sexual Harassment (Sexual Assault, Dating Violence, Domestic Violence, and Stalking) awareness program for new students with the specific requirements listed above, CNU is seeking a program that has the capacity to aggregate data into a report that will help the university to better understand its students experience and the climate of the institution.

#### **General Program requirements:**

1. Online web-based that can be accessed from any computer, tablet, or mobile device
2. Provide own timely technical and customer service support for issues employees, faculty, staff, and students may be experiencing (log in, password issues, etc.)
3. Provide unlimited login options (can be utilized by entire campus)
4. Provide access to live data to allow for completion checks and tracking
5. Data analysis of assessment tools utilized within each program
6. Provide personalization options that allow CNU specifics to be integrated into the programs (CNU policies, honor code,

- resources, etc.)
7. Provide data/reports that allow comparison of data and trends from other peer institutions and national data, including repeated analysis (year over year)
  8. Provided yearly updated and new content with notification of updates to the educational programs and administrative system
  9. Completion of training notification such as a Certificate of Completion
  10. Content Transparency & Trigger Warnings: Modules provide clear, upfront content advisories and allow students to review lesson outlines prior to initiating sensitive topics.
  11. Self-Paced Navigation: Students must be able to pause, exit, save progress, and resume training modules at any time without progress loss or scoring penalties.

### **Technical Requirements:**

1. Offer strong reliability, including high uptime percentage, notification of planned updates and outages, ability to request postponement of outage/update due to work schedule, and system stability; data backup and protection from loss of data must be addressed, as should data recovery plans and timetables for data recovery. Please provide a timeline for data recovery, upgrades, etc. (ex. Number of business days for planned system upgrades, what happens during off prime hours, etc.)
2. Shall meet Section 508 and Web Content Accessibility Guidelines (WCAG 2.1 Level AA) accessibility and compliance standards
  - a) Vendors should be prepared to demonstrate their compliance by providing a Voluntary Product Accessibility Template (VPAT)
  - b) Vendors should be prepared to provide CNU staff access to a demo or development environment for the purpose of running accessibility testing tools to evaluate adherence to VPAT statements and compliance standards.
3. Data Security:
  - a) The system must provide an integration with Microsoft Entra ID.
  - b) As this system will contain sensitive and confidential information the offeror shall outline their system/software's levels of security, how data is kept secure, etc.
  - c) Provide Christopher Newport with either a SOC2 Type II or alternative security assessment such as a HECVAT as part of the evaluation. Vendors will be required to provide annual security assessments such as a SOC2 or equivalent.
  - d) Provide log export / integration with industry leading SIEMs, such as Microsoft Sentinel or Splunk.
  - e) Vendor must allow a no cost export of all Christopher Newport data at contract end date.
4. Functional Accessibility:

Offerors must demonstrate that the platform inherently supports the following functional capabilities:

  - a) Keyboard Navigation: 100% keyboard navigable without keyboard traps. Visual focus indicators must remain clear and high-contrast at all times.
  - b) **Multimedia Accessibility:**
    - i. Synchronized, high-accuracy closed captions for all video content.
    - ii. Verbatim transcripts for all video and audio-only content.
    - iii. Audio descriptions for all visual-only content and interactive scenario elements essential to understanding
  - c) Display Flexibility: Text scalability up to 200% without loss of content or functional breakage. High-contrast display options that maintain legibility.
5. Implementation/Integration:
  - a) The implementation plan must include an estimated timeline, milestones, roles/responsibilities, and governance model.
  - b) Details regarding maintaining existing data on the current platform required.
  - c) Detailed training plans and documentation must be provided.
  - d) Details of support resources available for administrative and non-administrative users required.

### **Additional Sexual Assault Program Requirements:**

1. Meet the requirements that are outlined by Title IX and VAWA (as outlined above)
2. Include education on the impact of alcohol on sexual assault and consent
3. Include education on applicable federal and state laws around sexual assault
4. Include information on Sexual Exploitation, and non-physical Dating/Domestic Violence

### **Implementation Information:**

1. Training for students should be relevant to the predominant age range of 18–22-year-olds but should also have modules that are appropriate for adult learners, remote learners, and graduate students.
2. Sexual Assault program will be utilized by approximately 960- 1,200 students annually
3. Completion tracking and reporting should be available at the individual and institutional level

### **Required Information:**

Examples of how your sexual misconduct program is appropriate for all students, not just 18-22 year old students.

1. Examples of how data provided from your program can be compared with other peer institutions and/or national trends
2. Specific examples and documentation that your program has demonstrated educational success

### **Reporting Requirements:**

The solution shall be able to run at least the following reports:

1. Usage and module completion by individual end-users including live data access
2. Trends report that will show the following:
  - a. Sexual assault awareness, perceptions, climate, etc. for CNU
  - b. Compare the trends at CNU to peer institutions

Please provide a complete list of the reporting capabilities of the software for review.

### **Other Possible Interests**

CNU is also interested in learning if your organization has a sexual misconduct education program and capacity to offer such online educational modules as refresher training for continuing students, online refreshers for employees, and online education for new employees. We are also interested in learning about any online training modules or products you may have that cover the topics of alcohol use and abuse for college students and college student mental health and wellness.

### **Definition:**

1. “Commercial off the shelf” means A software and/or hardware product that is commercially ready-made and available for sale, lease, or license to the general public.

## **IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

### **A. GENERAL INSTRUCTIONS:**

1. **RFP Response:** In order to be considered for selection, Offerors must submit an electronic response to this RFP via the Euna Solutions/Bonfire e-Procurement Platform at <https://cnu.bonfirehub.com> in accordance with the submission instructions indicated in Exhibit A. Offerors must upload two (2) electronic files in Microsoft-compatible searchable PDF format: one (1) complete copy of the entire proposal with original signatures, and one (1) redacted copy with all proprietary and trade secret material deleted, if any. The redacted version must be carefully edited, altered, and refined by the Offeror to protect and maintain complete confidentiality of protected information, with redacted sections clearly identified (e.g., Section 3, paragraph B: “Redacted”). Christopher Newport University will not accept responsibility for any public disclosure of

proprietary information that is a result of improper redaction by the Offeror, and no other distribution of the proposal shall be made by the Offeror. Offerors shall NOT submit or mail hardcopy proposals or USB flash drives to the Purchasing Office.

**Attachment F, Proprietary and Confidential Information Form MUST be included with the proposal.**

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror via the Euna Solutions/Bonfire e-Procurement Platform up to but no later than the date and time due. When submitting proposals via Bonfire, please allow additional time to register (for free) and learn the submission process with the tool. The registration and submission instructions are included in Exhibit B. For any and all technical questions, please contact Euna Solutions/ Bonfire Support Team at [Support.bonfire@eunasolutions.com](mailto:Support.bonfire@eunasolutions.com) (Monday – Friday 8am – 8pm EDT).
  - i. **\*\*Offerors will receive a confirmation receipt upon successful submission.\*\***
- b. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency 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 purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- c. 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.
- d. 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 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 where the RFP requirements are specifically addressed.
- e. 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 negative 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 Offerors proposal.
- f. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- g. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State 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 § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document or prequalification application, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time the offeror refuses to withdraw an entire classification designation, the proposal will be rejected.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of

their proposal to the agency. 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 negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

4. **Demonstrations:** Offerors who submit a proposal in response to this RFP will be required to give a demonstration of their solution to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal and solution capabilities. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these demonstrations. Demonstrations will be part of the evaluation process.
5. **Questions and Addenda:** Offerors shall carefully examine this RFP and any addenda. Offerors are responsible for seeking clarifications, in writing, of any ambiguity, conflict, omission, or other errors in this RFP. Questions should be addressed to the Buyer via email. If the answer materially affects the RFP, the information will be incorporated into an addendum and posted on [www.eva.virginia.gov](http://www.eva.virginia.gov) and Euna Solutions/Bonfire. This RFP and any Addenda shall be incorporated, by reference, into any resulting contract. Offeror is responsible for checking the eVA web site, Euna Solutions/Bonfire e-Procurement Platform or contacting the Issuing Office within 48 hours prior to the proposal closing to secure any Addenda issued as part of this RFP.
  - a) **The deadline for submitting questions** under this RFP is **12:00PM EST, October 29, 2026**. Oral comments and/or instructions do not form a part of this RFP. **All questions MUST be submitted through the Euna Solutions/Bonfire e-Procurement Platform.**
  - b) All proposals are due **2:00PM EST, November 19, 2026**. And must be submitted electronically through the Euna Solutions/Bonfire e-Procurement Platform. **Proposals submitted via in-person, fax, email or other electronic means will not be accepted**
6. There is to be no contact with an evaluation team member or any other party within the university regarding a solicitation, while it is active. These actions jeopardize the evaluation process and can result in having the proposal withdrawn from consideration. Any questions or clarifications are to be directed to the buyer listed on the RFP, as outlined in subparagraph "Clarification of Terms" under General Terms & Conditions.

## **B. SPECIFIC PROPOSAL REQUIREMENTS:**

Proposals should be as thorough and detailed as possible so that the University's proposal evaluation team may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items, separated by tabs within the proposal and in sequential order corresponding to the related sections of this RFP:

### **RFP and Addenda**

Return the RFP cover sheet (page 2), and all addenda acknowledgments, if any, signed and filled out as required.

### **Plans for Providing Services**

Offerors shall submit a comprehensive Proposal that thoroughly depicts all of their capabilities, qualifications, resources, plans, and processes that successfully enables fulfillment of the requirements and objectives depicted in Section III, entitled "Statement of Needs." At a minimum, an Offeror should address in separate and distinct sections, each of the following topics to describe the company's approach for providing the services and each of the requirements stated in Section III, entitled "Statement of Needs," and should also specifically address each of the following, if applicable:

1. **Approach** - Describe firm's approach to provide solution for the Commonwealth's service requirements and objectives described under **Section III, entitled "Statement of Needs"**.
2. **Roles and Responsibilities**
  - a. Identify name, title and position of individual(s) who will be responsible for implementing services and overall management of potential contract and Services.
  - b. Identify and describe role of any other individuals involved; the individual who will be the primary day-to-day contact for the university, with resumes for key personnel.

### **Customer Service/Quality Assurance**

1. Describe in detail how you provide customer service and how you ensure the quality and validity of the reports. Describe the data security measures used to ensure the confidentiality of candidate information

### **Qualifications and Experience of Offerors**

#### **1. Organizational Structure**

- a. Provide a written narrative statement of the firm's organizational structure and history, locations, including the principals and their background.
- b. Detail the ownership structure and other relevant information regarding the firm.
- c. Include the legal name and address and the legal form of the company (partnership, corporation, joint venture, etc.)
- d. If proposing in a joint venture, then identify all members of the joint venture and provide all information required within this section for each member of the venture.
- e. If the company is a wholly-owned subsidiary of a "parent" company, then it must provide all information required on both firms.
- f. In all cases, provide the address of affiliates, subsidiaries or satellite service locations that will be used to support this project.

#### **2. Demonstrated Knowledge and Experience**

- a. Provide a detailed narrative describing your firm's qualifications and background providing the types of Services delineated in this RFP.
- b. Describe specialized experience and capabilities delivering the types of Services required in the Statement of Needs, along with demonstrated knowledge and experience as in the Services and outlined herein.
- c. Describe firm's experience implementing and providing the Services described herein for other clients, together with cost savings associated with implementing new, innovative and/or creative products, solutions, and practices, as described in the RFP.
- d. Describe the complete range and variety of commercial and office products and services the firm can provide, relating to this particular Service.

### **References – Attachment C – Vendor Data Sheet**

For the primary and/or any proposed subcontractors provide a list of at least four (4) current or recent clients for whom the Offeror has provided services in the past. For each, provide the name of the client entity and a current contact name with telephone number and email address. Provide a minimum of three (3) references. Preferably, these references would have active accounts maintained over the past two (2) years. Complete and submit **Attachment C**, entitled "Vendor Data Sheet" with response.

### **Proposed Price - Attachment A (Separate Attachment)**

Provide proposed fixed pricing in the format provided in **Attachment A**, entitled "Pricing Schedule". As previously stated, proposed pricing must be complete and comprehensive for all proposed services, be comprised of leading-edge business processes and practices, comparably more effective and efficient than any currently held state or public body contract and consist of pricing that is extremely aggressive.

### **Additional Required Attachments and Documentation**

1. Conflict of Interest Statement, **Attachment B**, included in the RFP.
2. State Corporation Commission Form, **Attachment D**, included in the RFP.
3. Small Business Subcontracting Plan, **Attachment E**, included in the RFP.
4. Proprietary & Confidential Information Form, **Attachment F**, included in the RFP.
5. Contractor Background Certification, **Attachment G**, included in the RFP
6. Data Protection Agreement, **Attachment H**, included in the RFP
7. **Any draft version of Master Service Agreements or Service License Agreements required by the vendor.**

### **V. EVALUATION AND AWARD CRITERIA**

- A. **EVALUATION CRITERIA:** Each service is to be submitted with a separate proposal. Each proposal will be evaluated independently. Proposals shall be evaluated by Christopher Newport University using the following criteria:

| <b>Criteria</b>                                                                         | <b>Point Value</b> |
|-----------------------------------------------------------------------------------------|--------------------|
| Vendor's ability to provide sexual harassment/sexual assault education program/software | 25 points          |
| Software's VAWA Compliance                                                              | 25 points          |
| Software's ability to be personalized with CNU specifics                                | 25 points          |
| Pricing Structure                                                                       | 15 points          |
| References of current clients                                                           | 5 points           |
| Small Business Subcontracting Plan                                                      | 5 points           |
| <b>Total points possible</b>                                                            | <b>100 Points</b>  |

Pricing will be evaluated objectively.

CNU will compute the total of 15 points for pricing with the following formula:

$$\frac{\text{Lowest Price Offered}}{\text{Price of Offer being Evaluated}} = \% \text{ Factor } \times \frac{\text{Maximum Available}}{\text{Points (15)}} = \frac{\text{Points}}{\text{Assigned}}$$

- B. **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. The offeror shall state any exception to any contractual terms or conditions, including any liability provisions contained in the Request for Proposal in writing at

the time of responding to such Request for Proposal if so requested by the Commonwealth. Such exceptions shall be considered during negotiation but shall not be used as a basis for scoring or evaluating which offerors are selected for negotiations. 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 an award, and is not required to furnish a statement of the reasons 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.

## VI. **GENERAL TERMS & CONDITIONS**

- A. **PURCHASING MANUAL:** This solicitation and any resulting contract is subject to the provisions of the *Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors* and any revisions hereto, and the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (Subchapter 3 of the Restructured Higher Education Financial and Administrative Operations Act)* (hereafter referred to as "*Governing Rules*"), which are hereby incorporated into this contract in their entirety. The manual may be accessed electronically at <https://vascupp.org>.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions. The University and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute by informal mediation (*Governing Rules* §56). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, bidders/offerors certify to University 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 and §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*, §36).

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 provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids/proposals, bidders/offerors certify that their bids or 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.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the University, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services to the University, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their bids/proposals, bidders/offerors certify that they are not currently debarred or otherwise declared ineligible by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred or otherwise declared ineligible.
- G. **ANTITRUST:** Contractor retains all rights, title, and interest in any causes of action it may have under applicable antitrust laws. To the extent any such claim relates to goods or services provided to the University under this Agreement, Contractor shall (a) reasonably cooperate with the University, at the University's request and expense, in the investigation or prosecution of such claims, and (b) remit to the University any portion of any recovery (whether by settlement or judgment) that is attributable to overcharges borne by the University under this Agreement, net of Contractor's reasonable, documented costs of pursuing such claim.
- Contractor shall not settle any such claim in a manner that materially affects the University's interests under this Agreement without providing prior written notice to the University.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:**  
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 University reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
    - a. Invoices for services rendered and/or items ordered, delivered and accepted shall be submitted by the contractor directly to the designated Purchaser/Contract Administrator/Project Manager **and** the University's Business Office. Invoices may be submitted electronically to [apinvoices@cnu.edu](mailto:apinvoices@cnu.edu) or by mail to:  
  
Christopher Newport University  
Attn: Accounts Payable  
1 Avenue of the Arts  
Newport News, VA 23606-3072
    - b. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - c. 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.

- d. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
  - e. 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 when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
  - f. **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 University shall notify the contractor, in writing, as to those charges that 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 the University of its prompt payment obligations with respect to those charges which are not in dispute (*Governing Rules § 53*).
2. To Subcontractors:
- a. Within seven (7) days of the contractor's receipt of payment from the University, a contractor awarded a contract under this solicitation is hereby obligated:
    - i. To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
    - ii. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
  - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the University, 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 University.
3. 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 to insubstantial 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 assessed in lieu of withholding such payment.
4. The University encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** These General Terms and Conditions and the *Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors* and *Governing Rules* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply..
- L. **QUALIFICATIONS OF OFFERORS:** The University 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 offeror shall furnish to the University all such information and data for this purpose as may be requested. The University reserves the right to inspect bidder's/offeror's physical facilities prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The University further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such

bidder/offeror fails to satisfy the University that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. TESTING AND INSPECTION:** The University reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT:** The Contractor shall not assign, transfer, or otherwise convey this Contract, in whole or in part, without the prior written consent of the Commonwealth. The Commonwealth may grant or withhold such consent in its sole discretion; provided, however, that the Commonwealth will consider any request in good faith and in a timely manner. No assignment shall relieve the Contractor of its obligations unless expressly agreed in writing by the Commonwealth.
- O. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing 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 University 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 the University of the adjustment to be sought, and before proceeding to comply with the notice, shall await the University's written decision affirming, modifying, or revoking the prior written notice. If the 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 University's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University 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 University within thirty (30) days from the date of receipt of the written order from the University. 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 Contractual Dispute provision of Governing Rules § 53. 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 University or with the performance of the contract generally..
- P. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the University, 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 University may have.

- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The University's excise tax exemption registration number is 10-540701501F-001.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price..

- R. **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 *Governing Rules § 25.C* and 65.2-800 et seq. of the *Code of Virginia*. 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 INSURANCE COVERAGES AND LIMITS:**

1. 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 University of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. 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 University shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the University 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.)

**Profession/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               | \$1,000,000 per occurrence, \$3,000,000 aggregate                                                                                                                         |
| Contractors                                            |                                                                                                                                                                           |
| 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.)                            | <i>Code of Virginia § 8.01-581.15</i>                                                                                                                                     |
|                                                        | <a href="https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/">https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/</a> |
| Insurance/Risk Management                              | \$1,000,000 per occurrence, \$3,000,000 aggregate                                                                                                                         |
| 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                                                                                                                         |

- S. **SUPPLEMENTAL CYBER INSURANCE:** In addition to the insurance obligations set forth in the Contract, the Selected Firm/Vendor shall maintain Cyber Liability Insurance with a coverage limit of no less than \$2,000,000 per incident, throughout the entire duration of the Contract. The Commonwealth of Virginia and the University shall be designated as

additional insureds under this policy.

- T. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the University will publicly post such notice on the Commonwealth of Virginia's eVA eProcurement platform ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days
- U. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- V. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, 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 from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider..
- W. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal <https://eva.virginia.gov>, streamlines and automates government purchasing activities in the Commonwealth of Virginia. 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 of Virginia shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders/offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being award a contract. Registration instructions and transaction fees are available for review at <https://eva.virginia.gov>.
- The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- X. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- Y. **PROPOSAL PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
- Z. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock 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 pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under

Title 13.1 or Title 50, to be revoked or canceled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

- AA. RED FLAGS IDENTITY THEFT PREVENTION POLICY:** Any and all contracted vendors with access to sensitive personal & financial data and systems must comply, and confirm compliance annually, with then-current Commonwealth of Virginia security procedures as well as the University's then-current Red Flags Identity Theft Prevention Policy (Policy 3030) and PCI data security standards governed by the PCI Security Standards Council (PCI SSC).

All questions concerning these compliance requirements shall be addressed to the ARMICS Accountant at 757-594-8137. The University's Red Flags Identity Theft Prevention Policy can be found on the University's website at [https://cnu.edu/public/policies/policy/finance-and-business-policies/cnu-policy-3030\\_red\\_flag\\_identity\\_theft\\_identification\\_and\\_prevention\\_program.pdf](https://cnu.edu/public/policies/policy/finance-and-business-policies/cnu-policy-3030_red_flag_identity_theft_identification_and_prevention_program.pdf).

The PCI Compliance Standards can be found on the PCI SSC website at <https://www.pcisecuritystandards.org/standards/pci-dss/>.

Failure to comply with these terms as specified shall result in termination of the contract. Signature of this solicitation and/or resulting contract confirms the Contractor's compliance with this requirement

## **VII. SPECIAL TERMS & CONDITIONS**

- A. 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.
- B. ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual contract, for Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Contract.
- C. CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, 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 contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. ADDITIONAL USERS:** It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and 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) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The 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 the 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 needed.

- E. **CONTRACTOR BACKGROUND CERTIFICATION:** The Contractor, at its expense, shall conduct background screenings to include a national criminal history background check (NCHBC) on all contracted employees (including subcontractors and temporary workers) assigned to perform services for Christopher Newport University at or in any University facility or location, including any employee provided logical or virtual access to University systems and data, even remotely. The Contractor bears the responsibility for certifying to the University that background screenings have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign employees deemed qualified and permissible based on the results of completed background screenings. To ensure the safety of the University's students, staff, faculty and general public visitors to the campus, Christopher Newport University reserves the right to approve or disapprove any contracted employee(s) working at any University location should the University discover a criminal background. Disapproval by the University will solely apply to all University locations and should have no bearing on the Contractor's employment of the employee(s) outside of the University.

The background screening shall include, but not limited to, a review of the individual's records obtained through Social Security Number Search, Credit Report (if related to potential job duties), state and federal Criminal Database Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked, and the National Sex Offender Registry. The University requests national criminal history background checks to include all criminal conviction history information, and not just the most recent seven years of data. No employee listed on any sex offender registry shall be employed under this contract.

The University reserves the right to audit a contractor's background screening process at any time. Upon request, the Contractor shall provide verification of background screening completion/clearance information for any employee.

If at any time during the term of the contract, the University discovers an individual has a conviction, the University reserves the right to the immediate removal of the individual from the University's service and to request a prompt, suitable replacement. This right is non-negotiable. The same holds true for any individual convicted of any criminal convictions while in employment. The Contractor and/or individual is to disclose any criminal conviction(s) that occur while assigned to the University to the contract administrator immediately.

All questions concerning the background screening requirement shall be addressed to the Director of Human Resources Operations at 757-594-7145. The University's policy can be found on the Office of Human Resources Operations website at [https://cnu.edu/public/policies/policy/human-resources-policies/cnu-policy-5035\\_criminal\\_history\\_background\\_check\\_policy.pdf](https://cnu.edu/public/policies/policy/human-resources-policies/cnu-policy-5035_criminal_history_background_check_policy.pdf).

Failure to comply with these terms as specified shall result in termination of the contract, unless waived in writing by the University. Signature of this solicitation and/or resulting award confirms the Contractor's compliance with this requirement.

- F. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for four (4) successive one (1) year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
- G. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: the U.S. Bureau of Labor Statistics, Table 3: Consumer Price Index for All Urban Consumers (CPI-U) for services for the latest twelve months for which statistics are available. No price increases will be authorized for **365** calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each **365** days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price

increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

**H. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The contractor shall extend any special educational or promotional sales prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

**I. OPTIONAL PREBID/PREPROPOSAL CONFERENCE:** An optional pre-proposal conference will be held on Thursday, October 22, 2026 at 2:00 p.m. at the following video conferencing/dial in number: [meet.google.com/uhn-gvdy-vxi](https://meet.google.com/uhn-gvdy-vxi) or (US) +1 405-458-9420 PIN: 413 858 490#

While attendance at this conference will not be a prerequisite to submitting a bid/proposal, bidders/offerors who intend to submit a bid/proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

**J. SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING:**

A. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the offeror shall note such on the Small Business Subcontracting Plan. No offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of proposals.

B. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution monthly reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.

C. Prime Contractor Subcontractor Reporting:

1. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are **not** DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

- K. PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- L. QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- M. REFERENCES:** Bidders shall provide a list of at least 4 references where similar goods and/or services have been provided. Use **Attachment C, Vendor Data Sheet** for this purpose. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, telephone number and email address.
- N. CONTINUITY OF SERVICES:**
- a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
    - (i) To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
    - (ii) To make all Agency 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 Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
  - b) The Contractor shall, upon written notice from the Contract Officer, 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 Contract Officer's approval.
  - c) 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.
- O. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
- P. PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
- Q. E-VERIFY PROGRAM:** Any contractor with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with the University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

- R. FEDERALLY IMPOSED TARIFFS:** In instances where Contractor is being impacted by any unforeseen direct or indirect new or modified taxes, duties, tariffs or equivalent measures imposed by any U.S. or foreign government authority that are applicable to the Contractor's offerings, including any materials, equipment, hardware, software or service components contained therein, the Contractor shall produce sufficient evidence demonstrating: (i) the unit price paid by contractor as of the date of contract award or date of Purchase Order issuance (whichever comes earlier) for the good or raw material used to furnish the goods to the University under this Agreement, (ii) the applicability of the tariff to the specific good or raw material being impacted, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The import duty or tariff amount shall be treated as a pass-through cost, with no additional markup or profit margin applied. In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly. The evidence submitted shall be sufficiently detailed and comprehensive to enable the University to verify, at its sole discretion, that the tariff is the cause of the price change. Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayers of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

## **VIII. INFORMATION TECHNOLOGY – SPECIAL TERMS & CONDITIONS**

- A. CONFIDENTIALITY (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 § 2.2-4342F 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.
- B. CONFIDENTIALITY (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.
- C. CURRENT SOFTWARE VERSION:** Unless otherwise specified by the procuring agency, any software provided under the contract shall be the current release version available to the general public as of the date of contract execution.
- D. DATA ACCESS:** The University retains the right to use services and University-defined tools to access and retrieve University content and data stored on Contractor's infrastructure at University's sole discretion and on a timeline mutually agreed upon between parties. Provisions must be made for University's immediate access to data in both emergency and in normal operating circumstances.
- E. DATA LOCATION:** The Contractor shall store all university data on servers located only in the United States
- F. MALICIOUS CODE:** Contractor shall use its best efforts through quality assurance procedures to ensure that there are no computer viruses or undocumented features in any of the media or means used to deliver the Services. Contractor has used the best available means to scan any media on which Deliverables are provided to Christopher Newport University.
- G. EXCESSIVE DOWNTIME:** Unless otherwise agreed to in a Service Level Agreement in the contract, all hardware, software, solutions or systems furnished under the contract shall be capable of continuous operation. Should the hardware, software, solution or system become inoperable for a period of more than 24 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of inoperability. The period of inoperability shall commence upon initial notification by the procuring agency. Unless otherwise described in specific cure and remedy clauses in the contract, in the event the hardware, software, solution or system remains inoperable for more than consecutive calendar days, the contractor shall promptly replace the hardware, software, solution, solution component or system at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within days following the request for replacement.

- H. **INTEROPERABILITY WARRANTY:** The contractor's solution/software delivered under the contract shall be interoperable with the major web browsers and the app shall be compatible with ios and android systems so as to meet or exceed the performance specified in the contract's requirements.
- I. **LIMITATION OF USE - SOFTWARE:** The Commonwealth's right to use 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 computers 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 allow access by Commonwealth third-party governmental or commercial agents solely for the business of the Commonwealth, 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. **NO SUBSEQUENT, UNILATERAL MODIFICATIONS OF TERMS BY CONTRACTOR ("SHRINK- WRAP"):** Notwithstanding any other provision or other unilateral license terms which may be issued by contractor after the Effective Date of the contract, for software or system software licensed under this contract, or the fact that such other agreement may be affixed to or accompany the software or system software upon delivery ("shrink wrap"), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all software and system software hereunder.
- K. **OPEN SOURCE:** Contractor will notify the Commonwealth if the system, solution, components, deliverables, hardware, software, or updates, as obligated and provided by contractor, contains any Open Source code and identify the specific Open Source License that applies to any embedded code dependent on Open Source code, provided by contractor under the contract.
- L. **OWNERSHIP:** Contractor warrants that it has the right to perform and provide all contractual obligations and provide all needed services, software and hardware without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
- M. **QUALIFIED REPAIR PERSONNEL:** All services performed on the solution and/or software specified in this solicitation by suggested third party companies shall be performed by qualified personnel properly authorized by the contractor 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 this contract.
- N. **SOFTWARE EVOLUTION:** Should contractor or software publisher merge or splinter the software previously provided to the Commonwealth, such action on the part of contractor or software publisher shall not in any way result in the Commonwealth being charged additional license or support fees in order to receive enhancements, releases, upgrade or support for the software. If contractor or software publisher reduces or replaces functionality contained in a licensed software product and provides the same or substantially similar functionality as or within a separate or renamed software product, then the Commonwealth shall be entitled to license such software product at no additional license or maintenance fee, and subject to the terms and conditions herein. If contractor or software publisher releases an option, future software product or other release that has substantially the same functionality as the software products provided under the contract, and software publisher and/or contractor ceases to provide maintenance for the older software product, then contractor shall offer the Commonwealth the option to exchange licenses for such replacement software product or function at no additional charge.
- O. **SOFTWARE OR SYSTEM SOFTWARE LICENSED BY SOFTWARE PUBLISHER:** Any software or system software provided by contractor that is licensed directly from a software publisher through an End User Licensing Agreement (EULA) shall be subject to the License Agreement Addendum (LAA) attached hereto as Attachment (or Exhibit). Contractor shall have sole responsibility for ensuring that any such software publisher executes the LAA. The software publisher's EULA, along with the LAA executed by software publisher shall be added to Exhibit (or Attachment) for reference, but shall not become a part of the contract.

- P. SOFTWARE OR HARDWARE SUBSTITUTION:** During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that hardware 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.
- Q. 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.
- R. SUPPORT SERVICE PERIOD (ROUTINE):** Unless otherwise agreed to in writing between the Commonwealth and contractor, contractor shall provide 24-hour toll-free phone support with a 4-hour response time. On-site maintenance support services shall carry a 4-hour response time following initial notification and be available during the normal working hours of 8 A.M. to 5 P.M. Monday through Friday, excluding state holidays.
- S. SURVIVAL:** Any provisions of the contract regarding software license, rights to intellectual property, security, warranty, escrow, confidentiality, content/data privacy and security, liability, indemnification, transition of services, and the General Terms and Conditions shall survive the expiration or termination of the contract.
- T. 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 may allow access to the software by third party vendors who are under contract with the Commonwealth to provide services to or on behalf of the Commonwealth, or by other entities as required for conducting the business of government. Access includes loading or executing the software on behalf of the Commonwealth or their agents. 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.
- U. THIRD PARTY ACQUISITION 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 contract's 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.

**IX. METHOD OF PAYMENT**

Invoices for services rendered and/or items ordered, delivered and accepted shall be submitted by the contractor directly to the designated Purchaser/Contract Administrator/Project Manager and the University's Business Office. Invoices may be submitted electronically to [apinvoices@cnu.edu](mailto:apinvoices@cnu.edu) or by mail to:

Christopher Newport University  
Attn: Accounts Payable  
1 Avenue of the Arts  
Newport News, VA 23606-3072

The University will remit payment in accordance with the VA Prompt Payment Act, within thirty (30) days from receipt of each invoice or thirty (30) days after the receipt of goods or services, whichever is later.

**X. ATTACHMENTS**

*Attachment A – PRICING SCHEDULE*

*Attachment B – CONFLICT OF INTEREST STATEMENT*

*Attachment C – VENDOR DATA SHEET*

*Attachment D – STATE CORPORATION COMMISSION FORM*

*Attachment E – SMALL BUSINESS SUBCONTRACTING PLAN*

*Attachment F – PROPRIETARY & CONFIDENTIAL INFORMATION FORM*

*Attachment G- CONTRACTOR BACKGROUND CERTIFICATION*

*Attachment H- DATA PROTECTION ADDENDUM*

**Attachment A**  
**Pricing Schedule**

This form must be returned with response to solicitation

Provide detailed fixed pricing for the proposed solution. Pricing Shall include ongoing fees, one-time charges, customization fees, and any other charges associated with installation, implementation, customization, modifications, support, and training. Itemized items below as needed.

If different levels of maintenance and technical support services are available, please provide pricing for each level.

For cloud hosting options, provide cost information for any hardware and software that will be needed (for the server and to access your programs).

**1. Cloud Hosted Solution**

|                                                                          | Initial term Year 1<br>(Execution – April<br>19, 2028) | Renewal Term 1:<br>Year 2 | Renewal Term<br>2:Year 3 | Renewal Term<br>3:Year 4 | Renewal Term<br>4:Year 5 |
|--------------------------------------------------------------------------|--------------------------------------------------------|---------------------------|--------------------------|--------------------------|--------------------------|
| Implementation and overall Project Management                            | \$                                                     | \$                        | \$                       | \$                       |                          |
| Hosting fee                                                              | \$                                                     | \$                        | \$                       | \$                       |                          |
| License fee-Please specify Enterprise License or User Based (circle one) | \$                                                     | \$                        | \$                       | \$                       |                          |
| Maintenance and Technical Support                                        | \$                                                     | \$ /hr.                   | \$ /hr.                  | \$ /hr.                  | \$ /hr                   |
| Training                                                                 | \$                                                     | \$                        | \$                       | \$                       |                          |
| Other (Please Specify)                                                   | \$                                                     | \$                        | \$                       | \$                       |                          |

**2. Cost to add additional users (if applicable):**

- Cost to the University to add additional users \$\_\_\_\_\_

**3. Additional services, e.g., Professional services after implementation:**

- Provide the hourly rate per labor category for work that will be provided that is beyond the scope described in this RFP

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name of Representative: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT B  
CONFLICT OF INTEREST STATEMENT  
**This form must be returned with response to solicitation**

Notice to offeror: Ensure that the solicitation is thoroughly read and completed. Complete, sign, and return the information requested below with your proposal.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

FEDERAL IDENTIFICATION NUMBER (FIN): \_\_\_\_\_

DUNS NUMBER: \_\_\_\_\_

THE ABOVE FIRM IS A: (CHECK AS APPLICABLE)

- ☐ SMALL BUSINESS
- ☐ INDIVIDUAL BUSINESS
- ☐ WOMAN-OWNED BUSINESS
- ☐ SOLE PROPRIETORSHIP
- ☐ MINORITY-OWNED BUSINESS
- ☐ PARTNERSHIP
- ☐ SHELTERED WORKSHOP
- ☐ CORPORATION
- ☐ FAITH BASED ORGANIZATION

RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:

IS ANY MEMBER OF THE FIRM AN EMPLOYEE OF THE COMMONWEALTH OF VIRGINIA WHO HAS A PERSONAL INTEREST IN THIS CONTRACT PURSUANT TO THE *CODE OF VIRGINIA, SECTION 2.1-639.1-639.24?*

☐ YES ☐ NO

IF YES, PLEASE EXPLAIN:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
OFFEROR SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
BY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

ATTACHMENT C  
VENDOR DATA SHEET

This form must be returned with response to solicitation

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Vendor's Primary Contact:  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:  
\_\_\_\_\_ Years \_\_\_\_\_ Months
4. Vendor Information:  
eVA Vendor ID or DUNS Number: \_\_\_\_\_
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.
  - A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
Phone : (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_
  - B. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
Phone : (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_
  - C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
Phone : (\_\_\_\_) \_\_\_\_\_ Fax : (\_\_\_\_) \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_
  - D. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
Phone : (\_\_\_\_) \_\_\_\_\_ Fax : (\_\_\_\_) \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

ATTACHMENT D  
**STATE CORPORATION COMMISSION FORM**  
**This form must be returned with response to solicitation**

Virginia State Corporation Commission (SCC) registration information. The bidder:

- ☐ is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_ **-OR-**  
☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**  
☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**  
☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

ATTACHMENT E

**SMALL BUSINESS SUBCONTRACTING PLAN**

**This form must be returned with response to solicitation**

It is the goal of the Commonwealth that more than 42% of its purchases be made from small businesses. All potential offerors are required to submit a Small Business Subcontracting Plan.

**Small Business:** "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women- and minority-owned businesses when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at [www.DSBSD.virginia.gov](http://www.DSBSD.virginia.gov) (Customer Service).

**Offeror Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Instructions**

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form. This includes but is not limited to DSBSD-certified women-owned and minority-owned businesses when they have also received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in Section B.

Offerors which are small businesses themselves will receive the maximum available points for the small business participation plan evaluation criterion, and do not have any further subcontracting requirements.

Offerors which are not certified small businesses will be assigned points based on proposed expenditures with DSBSD-certified small businesses for the initial contract period in relation to the offeror's total price for the initial contract period.

Points will be assigned based on each offeror's proposed subcontracting expenditures with DSBSD certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

**Section A**

If your firm is certified by the Department of Small Business and Supplier Diversity (DSBSD), provide your certification number and the date of certification):

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**Section B**

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participations will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation percentages may result in breach of the contract.

**Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement**

| <b>Micro/Small Business Name &amp; Address</b><br><br><b>DSBSD Certificate #</b> | <b>Status if Micro/Small Business is also: Women (W), Minority (M)</b> | <b>Contact Person, Telephone &amp; Email</b> | <b>Type of Goods and/or Services</b> | <b>Planned Involvement During Initial Period of the Contract</b> | <b>Planned Contract Dollars During Initial Period of the Contract (\$ or %)</b> |
|----------------------------------------------------------------------------------|------------------------------------------------------------------------|----------------------------------------------|--------------------------------------|------------------------------------------------------------------|---------------------------------------------------------------------------------|
|                                                                                  |                                                                        |                                              |                                      |                                                                  |                                                                                 |
|                                                                                  |                                                                        |                                              |                                      |                                                                  |                                                                                 |
|                                                                                  |                                                                        |                                              |                                      |                                                                  |                                                                                 |
|                                                                                  |                                                                        |                                              |                                      |                                                                  |                                                                                 |
|                                                                                  |                                                                        |                                              |                                      |                                                                  |                                                                                 |
|                                                                                  |                                                                        |                                              |                                      |                                                                  |                                                                                 |
| <b>Totals \$</b>                                                                 |                                                                        |                                              |                                      |                                                                  |                                                                                 |

## ATTACHMENT F

### PROPRIETARY AND CONFIDENTIAL INFORMATION FORM

**This form must be returned with response to solicitation**

Trade secrets or proprietary information submitted by a Bidder/Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Bidder/Offeror must invoke the protections of § 2.2- 4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the bid/proposal in which it is contained and the page numbers and state the reasons why protection is necessary. The proprietary or trade secret material submitted in the original and all copies of the proposal must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire bid/proposal document, line item prices, and/or total bid/proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Bidder/Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Bidder/Offeror (Firm): \_\_\_\_\_

invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my bid submitted on \_\_\_\_\_ .

☐ No portion of this bid is to be considered confidential and/or proprietary.

| Data/Material to be Protected | Section No., & Page No. | Reason Why Protection is Necessary |
|-------------------------------|-------------------------|------------------------------------|
|                               |                         |                                    |
|                               |                         |                                    |
|                               |                         |                                    |
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|                               |                         |                                    |
|                               |                         |                                    |
|                               |                         |                                    |
|                               |                         |                                    |

Signature: \_\_\_\_\_  
(Signature In Ink)

Name: \_\_\_\_\_  
(Please Print)

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

**ATTACHMENT G CONTRACTOR  
BACKGROUND CERTIFICATION**

**This form must be returned with response to solicitation**

In order to provide a safe environment to the University's students, staff, faculty and general public visitors, Christopher Newport University requires its contractors to conduct thorough background screenings to include a national criminal history background check (NCHBC) on all contracted employees (including subcontractors and temporary workers) assigned to perform services for Christopher Newport University at or in any University facility or location, including any employee provided logical or virtual access to University systems and data, even remotely.

Contractor bears the responsibility for certifying to the University that background screenings have been completed prior to work being performed by the Contractor, its employees, subcontractors and temporary employees.

The Contractor understands and acknowledges the following (X or checkmark):

|  |                                                                                                                                                                                                            |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | Contractor will obtain Background Certification from all present and future employees prior to work being performed and will update the University of any and all convictions of moral turpitude.          |
|  |                                                                                                                                                                                                            |
|  | Contractor certifies that only individuals deemed qualified and permissible based on the results of a thorough and complete background screening shall be assigned to perform services for the University. |
|  |                                                                                                                                                                                                            |
|  | Contractor certifies that all present and future employees are not listed on any sex offender registry.                                                                                                    |
|  |                                                                                                                                                                                                            |
|  | Contractor will set up a process to maintain compliance with the University's <b>Contractor Background Certification</b> requirements and will provide verification to the University upon request.        |

Failure to comply with the terms outlined in the **Contractor Background Certification** clause within the **General Terms and Conditions** section of this solicitation as specified shall result in termination of the resulting contract, unless waived in writing by the University.

Signature of this solicitation and/or the resulting contract certifies the Contractor's compliance with this requirement.

Signature: \_\_\_\_\_

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

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

Date: \_\_\_\_\_

FIRM<sup>1</sup>: \_\_\_\_\_

This Data Protection Addendum (“Addendum”) is by and between **Christopher Newport University** (“CNU”) and the **Firm** (each a “Party” and collectively the “Parties”). It is applicable only in those situations where the Firm provides goods or services under which necessitate that the Firm create, obtain, transmit, use, maintain, process, or dispose of CNU Data (as defined in the Definitions Section of this Addendum) in order to fulfill its obligations to CNU.

#### 1. DEFINITIONS

- a. “End User” means an individual authorized by CNU to access and use the Services provided by the Firm under this agreement.
- b. “Protected CNU Data” includes all data defined as Highly Sensitive, Sensitive, or Internal Use data that is not intentionally made generally available by CNU on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student, and personnel data.
- c. “Securely Destroy” means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88, REV 2 guidelines relevant to data categorized as high security.
- d. “Security Breach” means the unauthorized access, use or disclosure that compromises or threatens to compromise the confidentiality, integrity, or availability of CNU Data
- e. “Services” means any goods or services acquired by CNU from the Firm.
- f. “CNU Data” includes Protected CNU Data and any other information that is created, possessed or used by CNU or is intentionally made generally available by CNU on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student, and personnel data.
- g. “Audit” includes or may include a chronological record that reconstructs and examines the sequence of activities surrounding or leading to a specific operation, procedure, or event in a security-relevant transaction from inception to final result.

#### 2. RIGHTS AND LICENSE IN AND TO CNU DATA

The parties agree that as between them, all rights including all intellectual property rights in and to CNU Data shall remain the exclusive property of CNU, and Firm has a limited, nonexclusive license to use these data as provided in this agreement solely for the purpose of performing its obligations hereunder. This agreement does not give a party any rights, implied or otherwise, to the other’s data, content, or intellectual property, except as expressly stated in the agreement.

#### 3. DATA PRIVACY

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<sup>1</sup> The term “Firm” shall have the same meaning and be interchangeable with the terms “Vendor”, “Supplier” and/or “Contractor” as such terms may be used/referenced in this Addendum or the underlying agreement.

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

#### 4. DATA SECURITY, INTEGRITY, AND CONFIDENTIALITY

- a. Firm will take reasonable measures, including the use of industry standard administrative, technical, and physical controls, such as redundant backups, access control and auditing, to protect CNU Data to ensure the integrity and availability of CNU Data against deterioration or degradation of data quality and authenticity. The Selected Firm will be responsible during the terms of this agreement, unless otherwise specified elsewhere in this agreement, for converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
- b. Firm will store and process CNU Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, such as network and system protection, access controls, and security auditing and monitoring, and to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will ensure the confidentiality and overall security of CNU Data, and be no less protective than those used to secure Firm's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Firm warrants that all electronic CNU Data will be encrypted in transmission (including via web interface) in accordance with industry best practices in data encryption.
- c. If the Firm stores, transmits, or processes Protected CNU Data as part of this agreement, the Firm warrants that the information will be stored in accordance with the practices and controls stated in the latest version of National Institute of Standards and Technology Special Publication 800-53 Moderate or the International Organization for Standardization and the International Electrotechnical Commission 27002 (ISO/IEC 27002).
- d. Firm will use reasonable, appropriate industry-standard and up-to-date security tools and technologies in providing Services under this agreement.

#### 5. EMPLOYEE BACKGROUND CHECKS AND QUALIFICATIONS

The Contractor, at its expense, shall conduct background screenings to include a national criminal history background check (NCHBC) on all contracted employees (including subcontractors and temporary workers) assigned to perform services for Christopher Newport University at or in any University facility or location, including any employee provided logical or virtual access to University systems and data, even remotely. The Contractor bears the responsibility for certifying to the University that background screenings have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign employees deemed qualified and permissible based on the results of completed background screenings. To ensure the safety of the University's students, staff, faculty and general public visitors to the campus, Christopher Newport

University reserves the right to approve or disapprove any contracted employee(s) working at any University location should the University discover a criminal background. Disapproval by the University will solely apply to all University locations and should have no bearing on the Contractor's employment of the employee(s) outside of the University.

The background screening shall include, but not limited to, a review of the individual's records obtained through Social Security Number Search, Credit Report (if related to potential job duties), state and federal Criminal Database Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked, and the National Sex Offender Registry. The University requests national criminal history background checks to include all criminal conviction history information, and not just the most recent seven years of data. No employee listed on any sex offender registry shall be employed under this contract.

The University reserves the right to audit a contractor's background screening process at any time. Upon request, the Contractor shall provide verification of background screening completion/clearance information for any employee.

If at any time during the term of the contract, the University discovers an individual has a conviction, the University reserves the right to the immediate removal of the individual from the University's service and to request a prompt, suitable replacement. This right is non-negotiable. The same holds true for any individual convicted of any criminal convictions while in employment. The Contractor and/or individual is to disclose any criminal conviction(s) that occur while assigned to the University to the contract administrator immediately.

\*All persons working on our systems, projects or the like that works with University Data must be working domestically within the continental United States\*

All questions concerning the background screening requirement shall be addressed to the Director of Human Resources Operations at 757-594-7145. The University's policy can be found on the Office of Human Resources Operations website at [https://cnu.edu/public/policies/policy/human-resources-policies/cnu-policy-5035\\_criminal\\_history\\_background\\_check\\_policy.pdf](https://cnu.edu/public/policies/policy/human-resources-policies/cnu-policy-5035_criminal_history_background_check_policy.pdf).

Failure to comply with these terms as specified shall result in termination of the contract, unless waived in writing by the University. Signature of this solicitation and/or resulting award confirms the Contractor's compliance with this requirement

## 6. SECURITY BREACH

- a. Response. Upon becoming aware of a Security Breach, or of circumstances that are reasonably understood to suggest an actual or suspected Security Breach of CNU Data, Firm will immediately (within 24 hours) notify CNU consistent with applicable state or federal laws, fully investigate the incident, and cooperate fully with CNU's investigation of and response to the incident. Except as otherwise required by law, Firm will not provide notice of an actual or suspected Security Breach directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from CNU.
- b. Liability. If Firm must under this agreement create, obtain, transmit, use, maintain, process, or dispose of Protected CNU Data, the following provisions apply:
  - 1) In addition to any other remedies available to CNU under law or equity, Firm will reimburse CNU in full for all costs not covered by vendor's insurance incurred by CNU in investigation and remediation of any Security Breach caused by Firm, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Protected CNU Data exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

- 2) In addition to any other insurance coverage required by another contract/agreement with CNU, the Firm will for the duration of the term of the agreement, maintain at least \$2 million Cyber Liability coverage.
- 3) CNU must be named as an Additional Insured on the Cyber Liability Insurance, and the proper name is "The Commonwealth of Virginia, and Christopher Newport University, its officers, employees and agents." Upon CNU's request, the Selected/Firm Vendor will provide a Certificate of Insurance (COI).

7. RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA

- a. Except as otherwise expressly prohibited by law, Firm will immediately notify CNU of Firm's receipt of any subpoenas, warrants, or other legal orders, demands or requests seeking CNU Data; consult with CNU regarding its response; cooperate with CNU's reasonable requests in connection with efforts by CNU to intervene and quash or modify the legal order, demand or request; and provide CNU with a copy of its response.
- b. If CNU receives a subpoena, warrant, or other legal order, demand or request (including request pursuant to the Virginia Freedom of Information Act) seeking CNU Data maintained by Firm, CNU will promptly provide a copy to Firm. Firm will promptly supply CNU with copies of data required for CNU to respond in a timely manner, and will cooperate with CNU's reasonable requests in connection with its response.

8. DATA TRANSFER UPON TERMINATION OR EXPIRATION

- a. Upon termination or expiration of this agreement, Firm will ensure that all CNU Data are securely returned or destroyed as directed by CNU in its sole discretion. Transfer to CNU or a third party designated by CNU shall occur within a mutually agreed upon retrieval timeframe, and without significant interruption in service. Firm shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of CNU or its transferee, and to the extent technologically feasible, that CNU will have reasonable access to CNU Data during the transition.
- b. Upon termination or expiration of this agreement, and after any requested transfer of data, Firm must Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Firm might have transferred CNU data. The Firm agrees to provide documentation of data destruction to CNU.
- c. Firm will notify CNU of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing CNU access to Firm's facilities to remove and destroy CNU- owned assets and data. Firm shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to CNU. Firm will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to CNU. Firm will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on CNU, all such work to be coordinated and performed in advance of the formal, final transition date.

9. AUDITS

- a. CNU reserves the right in its sole discretion to perform audits of Firm at CNU's expense to ensure compliance with the terms of this agreement. The Firm shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which the Firm must create, obtain, transmit, use, maintain, process, or dispose of CNU Data.
- b. If the Firm must under this agreement create, access, obtain, transmit, use, maintain, process, or dispose of Protected CNU Data or financial or business data which has been identified to the Firm as having the potential to affect the accuracy of CNU's financial statements, Firm will at its expense complete and keep up-to-date the latest Higher Education Collaborative Vendor Assessment Toolkit (HECVAT) Full Version

questionnaire; conduct or have conducted, at least annually, a security audit by a third party with audit scope and objectives deemed sufficient by CNU, which attests the Firm's security policies, procedures, and controls; vulnerability scan by a third party of Firm's electronic systems and facilities that are used in any way to deliver electronic services under this agreement; assessments of the Firm's own service providers ("subservice providers") that are used by the firm to provide services to CNU; and formal penetration test by a third party of Firm's electronic systems and facilities that are used in any way to deliver electronic services under this agreement.

- c. Additionally, the Firm will provide CNU upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this agreement. CNU may require, at CNU expense, the Firm to perform additional audits and tests, the results of which will be provided promptly to CNU.
- d. It is also requested that the Firm will forward logs to CNU's centralized log aggregation service (Security Information & Event Management, SIEM). Specifically, CNU should receive logs of the following actions within CNU's tenant:
  - Attempts to grant or modify privileges to CNU data
  - Attempts to access, modify or delete CNU Sensitive or Restricted Data
  - Attempts to create, modify, delete accounts
  - Attempts to disable or enable accounts
  - Logon and logoff attempts

## 10. COMPLIANCE

- a. Firm will comply with all applicable laws and industry standards in performing services under this agreement. Any Firm personnel visiting CNU's facilities will comply with all applicable CNU policies regarding access to, use of, and conduct within such facilities. CNU will provide copies of such policies to Firm upon request.
- b. Firm warrants that the service it will provide to CNU is fully compliant with all state and federal laws, regulations, industry codes, and guidance that may be applicable to the service, which may include:
  - 1) any applicable national, federal, state or local law, rule, directive or regulation relating to the privacy of personal information, including, without limitation, the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, and its implementing regulations ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy and Security Rules issued thereunder, the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), the Financial Modernization Act of 1999 ("Gramm-Leach-Bliley Act"), the Fair Credit Reporting Act as amended by the Fair and Accurate Credit Transactions Act, the Americans with Disabilities Act, Section 508 of the Rehabilitation Act (29 U.S.C. 794d, as amended, and the Virginia Consumer Data Protection Act;
  - 2) any privacy policy or practice applicable to any personal information that Customer or any User accesses, uses, collects, or maintains hereunder, including, without limitation any practice required in connection with the processing of credit card data, including the Payment Card Industry Data Security Standards ("PCI-DSS"); and
  - 3) Federal Export Administration Regulations, Federal Acquisitions Regulations, Defense Federal Acquisitions Regulations and Department of Education guidance.
- c. If PCI-DSS is applicable to the Firm service provided to CNU, the Firm agrees to: Store, transmit, and process CNU Data in scope of the PCI-DSS in compliance with the PCI-DSS; and Attest that any third-party providing services in scope of PCI-DSS under this agreement will store, transmit, and process CNU Data in scope of the PCI-DSS in compliance with the PCI-DSS; and Provide either proof of PCI-DSS compliance or a certification (from a recognized third-party security auditing firm), within 10 business days of the request, verifying Firm/Vendor and any third party who stores, transmits, or processes CNU data in scope

of PCI-DSS as part of the services provided under this agreement maintains ongoing compliance under PCI-DSS as it changes over time; and Store, transmit, and process any CNU Data in scope of the PCI DSS in a manner that does not bring CNU's network into PCI-DSS scope; and Attest that any third-party providing services in scope of PCI-DSS under this agreement will store, transmit, and process CNU Data in scope of the PCI-DSS in a manner that does not bring CNU's network into PCI DSS scope.

d. ACCESSABILITY:

- A. Compliance Requirement. All information and communications technology (ICT) purchased or upgraded pursuant to this Contract for use by any covered entity of the Commonwealth shall comply with the Information Technology Access Act, §§ 2.2-3500 through § 2.2-3505 of the Code of Virginia.
- B. Certification or Documentation. For ICT delivered under this Contract that will be used by a covered entity of the Commonwealth or made available to the public, Supplier must certify that the ICT conforms with "accessibility," as that term is defined in Virginia Code § 2.2-3501.

If the supplier cannot certify full conformance of accessibility, the supplier must provide:

- a. a Supplier-paid and completed Accessibility Conformance Report (as that term is defined in Virginia Code § 2.2-3501) indicating the level of conformance with accessibility for the ICT being procured; and
  - b. a Supplier-paid and completed Vendor Accessibility Roadmap (as that term is defined in Virginia Code § 2.2-3501) documenting any areas of nonconformance and including a timeline for each nonconforming area's completion.
- C. No Waiver of Supplier Obligations. Consistent with 28 C.F.R. §35.201 and 36 C.F.R. Part 1194, Appendix A, § E202, the covered entity of the Commonwealth may, in its sole discretion, procure non-accessible ICT, if such procurement does not result in individuals with disabilities being denied the benefit of any program, service, or activity. This discretion does not waive Supplier's obligations to comply with accessibility requirements and provide required certifications or documentation.

e. NON VISUAL ACCESS

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:

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

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

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

If requested, Supplier 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 2.2-3505 of the Code of Virginia.

11. SURVIVAL

The Firm's obligations under Section 8 shall survive termination of this agreement until all CNU Data has been returned or Securely Destroyed.

Firm/Vendor Acknowledgement:

\_\_\_\_\_  
Signature

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

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

Date: \_\_\_\_\_