# Contract UCPUMW 22-1361
## Domain Reseller and Hosting Services

This contract, effective upon June 20, 2022 by Reclaim Hosting LLC, hereinafter called the "Contractor" and the Commonwealth of Virginia, University of Mary Washington called the, "University" or "UMW".

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

**PERIOD OF CONTRACT:** June 20, 2022 – June 19, 2025 with five (5) one-year renewal options

**CONTRACT DOCUMENTS:** The contract documents shall consist of in order of precedence:

1. This signed Contract including all Attachments;
2. The University's Hosted Technology Services Addendum;
3. The original solicitation, RFP # 22-1361, dated March 18, 2022, including Addendum 1 and encompassing the following:
    a. The Statement of Needs
    b. The General Terms and Conditions
    c. The Special Terms and Conditions
4. The Contractor's proposal dated April 11, 2022 including all attachments

All of which are incorporated herein by reference and constitute the "contract documents." Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors.

**SCOPE OF SERVICES:** The Contractor shall provide the Domain Reseller and Hosting Services as described in Attachment I Statement of Needs. Additional (Optional) Services offered by the Contractor are described in the Contractor's Proposal Section E. Additional Services Available.

**PRICING:** Pricing for the services are described below. For detailed descriptions of costs, see the Contractor's Proposal.

**Domain Reseller System:**

| Description | Year 1 | Year 2 | Year 3 |
|---|---|---|---|
| *Domain Costs (per domain) | $12 | $12 | $12 |
| Migration Costs (per domain) | $12 | $12 | $12 |
| Annual Administration, Support, and Maintenance | $500 | $500 | $500 |

**\*** Domain pricing is subject to change if domain registrar pricing is increased.

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*Revised June 2016*

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**Domain of One's Own (DoOO) Hosting and Maintenance/Support Services:**

| Description | Year 1 | Year 2 | Year 3 |
|---|---|---|---|
| UMW Server 1 up to 1000 cPanel accts w/1000GB Storage | $ 12,000.00 | $ 12,240.00 | $ 12,480.00 |
| UMW Server 2 up to 1000 cPanel accts w/1000GB Storage | $ 12,000.00 | $ 12,240.00 | $ 12,480.00 |
| Annual Hosting/Maintenance | $ 3,600.00 | $ 3,960.00 | $ 4,200.00 |
| Total Annual Costs | $ 27,600.00 | $ 28,440.00 | $ 29,160.00 |

**UMW Blogs Development and Testing Environment Hosting/Management:**

| Description | Year 1 | Year 2 | Year 3 |
|---|---|---|---|
| 16 GB Prod Server 500GB Storage | $ 2,160.00 | $ 2,220.00 | $ 2,280.00 |
| 8GB Dev Server 500GB Storage | $ 1,320.00 | $ 1,380.00 | $ 1,440.00 |
| Licensing/Litespeed and Bitninja | $ 25.00 | $ 25.00 | $ 25.00 |
| Hosting/Maintenance | $ 3,600.00 | $ 3,960.00 | $ 4,200.00 |
| Total Annual Costs | $ 7,105.00 | $ 7,585.00 | $ 7,945.00 |

| Total Annual Contract Costs (minus individual domain purchase/migration costs): | Year 1 | Year 2 | Year 3 |
|---|---|---|---|
| | **$35,205.00** | **$36,525.00** | **$37,605.00** |

After the initial 3-year term of the contract, services are subject to a 2% annual increase each calendar year. Pricing may not increase greater than 2% over a single calendar year.

**ADDITIONAL CONSIDERATIONS:**

1. Contractor shall offer the University one annual professional development subscription at half price (50%) during the full life of the contract. At the time of contract award, the cost of each development subscription is priced at $1000, so if UMW elects to purchase a professional development subscription, the cost shall be $500 for the 2022-2023 contract year.

2. Contract provides the following pricing structure for domain registrations, custom development, managed hosting environments, Reclaim Cloud, and Shared Hosting Services available for purchase by other individuals or departments outside of the UMW Blogs or Domain of One's Own projects.

| Description | Unit Price |
|---|---|
| **Top Level Domains with ID Protect included, outside DoOO/Enom Environments** <br> Top Level Domains may be purchased in bulk, in advance of domain registration. Reclaim Hosting can provide a coupon code with X number of uses for UMW administrators to pass along to end-users. Delivered coupon codes will waive registration costs during sign up. | $15.00/domain per year |
| **Custom Development or other "special project" hours** <br> All Reclaim Hosting projects are diagnosed on case-by-case basis, however Reclaim Hosting's standard rate for special projects or custom development is $150/hour. | $150/hour |

| | |
|---|---|
| **New/Additional Managed Hosting Environments**<br>All Reclaim Hosting projects are diagnosed on case-by-case basis. New Managed Hosting environments begin at $405/mo ($4860/year) and costs increase has additional storage, resources, and softwares are required. More information can be found at https://reclaimhosting.com/managed-hosting/#calculator | Starting at $4860/year |
| **Reclaim Hosting Shared Hosting Accounts:**<br>Personal Hosting Plan: $30/year for 2GB storage space<br>Professional Hosting Plan: $50/year for 10GB storage space<br>Organizational Hosting Plan: $100/year for 100GB storage space<br>Additional information can be found at https://reclaimhosting.com/shared-hosting/ | Starting at $30/year |
| **Reclaim Cloud**<br>A "cloudlet" is a unit of measurement in Reclaim Cloud equal to 128Mb of RAM and 400Mhz of CPU. A container can scale up dynamically to the maximum number of dynamic cloudlets you set and discounts are provided for reserving a minimum number of cloudlets you may need with steeper discounts as you grow.<br><br>**Reserved Cloudlets**<br>These are reserved in advance and will be charged irrespective of your actual resource usage. Reserved Cloudlets are $2.80/Cloudlet per Month, though additional discounts are listed below.<br><br>**Dynamic Cloudlets**<br>This is your resource 'ceiling'. These cloudlets are added & removed based on actual resource usage at a particular moment in time. Dynamic Cloudlets are $3.00/Cloudlet per Month, though additional discounts can be found below.<br><br>More pricing and discount information is available here:<br>https://reclaim.cloud/pricing/<br><br>Given the "pay as you go" pricing model is based on individual usage, pricing may vary by project. Reclaim Hosting recommends depositing a larger sum to start and then diagnosing average monthly usage over time. Reclaim Hosting can help with this diagnosis. | Starting at $2.80/Cloudlet/ Month |

**CONTRACT ADMINISTRATION:**
   A. The Director of Digital Learning Support, or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.
   B. The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator shall not have authority to approve changes in the services which alter the concept or which call for an extension of the contract term. Any modifications made to the contract must be authorized by the University's Procurement Services Department through a written two-party modification to the contract.

**GENERAL TERMS AND CONDITIONS**: Please refer to the link to follow regarding [Required General Terms and Conditions](#) of this Contract.

**SPECIAL TERMS AND CONDITIONS:**

**ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

**CONTROLLING VERSION:** The PDF version of the contract issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions by the Contractor shall not modify the official version of the contract issued by UMW Procurement Services unless accepted in writing by the University.

**COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES:** 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 affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

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.

The Contractor is strongly encouraged to offer additional discounts to all contract participants as the result of increasing aggregated spend among all entities accessing the contract.  A plan for extending deeper discounts among all contract participants will be requested during negotiations.

**ADDITIONAL (FUTURE) GOODS & SERVICES:** The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services.  Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement.  Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.

**EMERGENCY RESPONSE NOTIFICATION:** In the event of a local, state, or national emergency, the Contractor shall submit to the University its current updated emergency policies and/or procedures if any personnel are to be performing work on University grounds. In addition to any specific guidelines established by the University for any current or ongoing emergency, all guidelines established by the Commonwealth of Virginia, OSHA, the CDC and any other regulatory agency shall be followed. *It is the responsibility of the Contractor to remain updated regarding any current University emergency policies and procedures*.

**NON-ASSIGNMENT:** Neither Party shall assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party.

**E-VERIFY PROGRAM: EFFECTIVE 12/1/2013:** Pursuant to the *Code of Virginia, §2.2-4308.2*., any employer with more than an average of fifty (50) employees for the previous twelve (12) months entering into a contract in excess of $50,000 with any agency of the Commonwealth 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 such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

**FAIR EMPLOYMENT CONTRACTING ACT:** In accordance with **§2.2-4201,** during the performance of this contract, the contractor agrees as follows:
1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin 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, including the names of all contracting agencies with which the contractor has contracts of over $10,000.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal opportunity employer. However, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this chapter.
3. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete [sexual harassment training provided by the Department of Human Resource Management](#), and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

The contractor shall include the provisions of subdivisions 1, 2, and 3 in every subcontract or purchase order of over $10,000, so that such provisions shall be binding upon each subcontractor or vendor.

**INDEPENDENT CONTRACTOR RELATIONSHIP:** In performing any and all of the services to be provided under this contract, the Contractor shall at all times and for all purposes be and remain an independent contractor. In no case and under no circumstances shall the Contractor or any of its employees, including but not limited to those of its employees actually performing any of the services, have authority to make any representations or commitments on behalf of the University or be considered the agent of the University for any purpose whatsoever. No persons engaged by the Contractor in connection with the provision of Services shall be considered employees of the University. As between the parties, the Contractor shall be responsible for

hiring, supervising, training and instructing those individuals performing the services and shall pay any required state and federal taxes on behalf of such persons and provide them with any legally required employee benefits.

**INSURANCE:** The Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

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 Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. 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 Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

**NON-EXCLUSIVE CONTRACT:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict UMW from acquiring similar, equal or like goods and/or services from other sources.

**NON-ASSIGNMENT:** Neither Party shall assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party.

**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 scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The 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. 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 disputes' provisions of the Commonwealth of Virginia Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.

**RENEWAL OF CONTRACT:** This contract may be renewed by the University for five (5) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the University elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease listed under the Unadjusted Percent Change for the Services Less Energy Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the same CPI-U table referenced above for the latest twelve months for which statistics are available.

**CANCELLATION OF CONTRACT**: The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days' written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all University-accepted services performed and/or goods received prior to the effective date of contract termination. Contractor shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses.

**DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

**CONTINUITY OF SERVICES:**
1. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:
    a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
    b. To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and

      c.     That the University Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

2. The Contractor shall, upon written notice from the Contract 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.

3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

**NOTICES:** Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below.  These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service (for deliveries within the continental U.S.), or via the stamped evidence of delivery, whichever occurs first.  Any unofficial notices or communications may be sent via electronic mail.

|  |  |
|---|---|
| If to the University: | If to the Contractor: |
| Attn: Procurement Services | Reclaim Hosting LLC |
| 1301 College Avenue | 2324 Pland Rd. |
| Fredericksburg, VA 22401 | Fredericksburg, VA 22401 |

**SEVERABILITY:**  If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

**SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the procurement agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

**TITLE IX:** Educational institutions that receive federal financial assistance are covered by Title IX of the Education Amendments of 1972. In compliance with Title IX, the University of Mary Washington prohibits discrimination in employment as well as in all programs and activities on the basis of sex. The University of Mary Washington's Policy on Sexual and Gender Based Harassment and Other Forms of Interpersonal Violence can be found at http://diversity.umw.edu/title-ix/files/2016/09/Policy-on-Sexual-and-Gender-Based-Harassment-and-Other-Forms-of-Interpersonal-Violence-03.18.pdf.

**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

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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.

**CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students or others 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 University's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the University of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

**OWNERSHIP OF MATERIALS:** Any furnished materials, including but not limited to reports, analyses, data, etc., shall remain the property of the University.  All such items and materials shall be delivered to UMW in usable condition after completion of the work, and prior to submission of the final invoice for payment. Operating Manuals, procedures, or other documents written for carrying out contract services will remain property of the University once the contract is closed.

**PAYMENT TERMS**: UMW may elect to pay quarterly or annually. If paying quarterly, a 3% maintenance fee will be applied to each invoice. Contractor accepts ACH Direct Deposit or Credit Card payment methods. Contractor does not accept check payments. If paying by credit card, the Contractor charges a 3% processing fee for the transaction. Payment is required prior to the service term for services to be rendered.

**METHOD OF PAYMENT:** The contractor shall be paid using one of the following three (3) methods for all University initiated procurements:

1.  Small Purchase Charge Card (SPCC):  Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by SPCC, currently the Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 4% of the total sale. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price. If the contractor's eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via charge card for invoices $50,000 or less. *The University reserves the right to request certification (with confirmation code) of the vendor's registration with its merchant bank/VISA to invoke "check-out fees" or surcharges for use of the credit card.  "Check-out fees" or surcharges for use of the credit card shall not exceed the vendor's cost of acceptance rate.*
2.  Virtual Payables through Bank of America:  All payments under Virtual Payables will have a net 16 payment term.  For more information about this payment option, contact UMW's Accounts Payables department at payables@umw.edu or view The Bank of America Value of Virtual Payables.
3.  Check or ACH: Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later, unless otherwise specified within the contract; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.

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To be considered eligible for payment, all physical invoices must be received at the address below address and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices must be sent to invoices@mail.umw.edu.
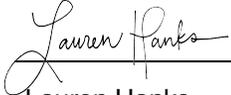
> University of Mary Washington
> Attention: Accounts Payable
> 1301 College Avenue
> Fredericksburg, VA 22401

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

In witness, whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

| **CONTRACTOR** | **UNIVERSITY OF MARY WASHINGTON** |
|---|---|
| Signature: *Lauren Hanks* | Signature: |
| Printed Name: Lauren Hanks | Printed Name: Melva A. H. Kishpaugh |
| Title: Director of Operations, Reclaim Hosting | Title: Director, Procurement Services |
| Date: June 07, 2022 | Date: June 15, 2022 |
| FEI/FIN#: 46-3298303 | |
| Phone: (540)684-6053 | |
| Email: lauren@reclaimhosting.com | |

**ATTACHMENT I – STATEMENT OF NEEDS**

I.  **STATEMENT OF NEEDS:** The Contractor shall provide services for the reselling of domains, hosting services, and some application support for Domain of One's Own, hosting and application support for UMW Blogs, and a testing and development site for UMW Blogs.

    A.  **Domain Reselling:** The contractor must be able to manage all current domain registrations/renewals as well as implement a system for new domain registrations/renewals in a way that integrates smoothly with the Domain of One's Own customer management and hosting environment.

        1.  Contractor system shall utilize WHMCS management software to facilitate domain registrations and client management, and the contractor will provide the WHMCS license.
        2.  The Contractor's implementation of WHMCS must integrate with the primary Domain of One's Own project site (http://umw.domains) which utilizes WordPress as a platform for user signup/sign in (via CAS), domain registration, and access to cPanel through a series of WordPress plugins and custom code.
        3.  The Contractor's chosen domain registrar's system shall have full integration via API with WHMCS for registrations, transfers, renewals, nameserver and DNS administration, and registrar lock. *Note – please see http://docs.whmcs.com/Domain_Registrars for full documentation on compatible registrars and functionality.*
        4.  Contractor shall facilitate cancellation of domain renewal for students, faculty, and staff who have separated from the University. UMW can provide data files at regular intervals of these individuals for purging of domain renewals, based upon the contractor's data/system requirements. The intervals at which the data files need to be provided can be discussed at a later time.
        5.  UMW will be restricting registration to the following generic Top-Level Domains and requires that the Contractor be able to provide them:
            a.  .com
            b.  .net
            c.  .org
            d.  .info
        6.  UMW will pay the Contractor deposits of an amount and at a time of the University's discretion to be deposited into the domain reseller account. The Contractor may charge a management/administration fee for these transactions.
        7.  If the Contractor does not want to continue using the existing Enom account, the Contractor shall agree to continue to use up the remaining deposit balance in Enom for the domain registrations before switching to a new reseller approved by UMW. Contractor shall be responsible for migrating all domain registrations/renewals from Enom to a new reseller.

    B.  **Hosting Services:** The Contractor must be able to manage a secure and stable open-source hosting environment to support the web hosting requirements of UMW's users.

        1.  <u>General Hosting Requirements</u>**:**
            a.  Equipment, software, setup of the hosting environment, and all maintenance, upgrades, and security patches for any equipment. The hosting environment can be provided through virtualization/cloud services, but the vendor is responsible for setting up, maintaining, upgrading, and securing such an environment. Currently, UMW Blogs is hosted through Reclaim Cloud (a service provided by Reclaim Hosting). The University does not require that UMW Blogs and Domain of One's Own be hosted through the same service/server.
            b.  Scalable infrastructure. The University will pay according to the resources required/used. Offeror shall provide a pricing structure for infrastructure scaling.

     c.    Flexibility to customize data, storage, and access to client requirements based on University needs. The University will pay according to resources required/used. Offeror shall provide a pricing structure for data, storage, and access customizability.

     d.    Active monitoring and application support.

     e.    Provide weekly report detailing bandwidth, storage/database space, and domain registrations.

     f.    The Contractor shall provide all software licenses necessary to deliver the services.

2.   <u>Domain of One's Own (DoOO) Hosting Requirements</u>:

     a.    Provide a physical, virtual, or cloud-based data center for LAMP Web hosting to support users of Domain of One's Own. Please note that some open-source tools or software referenced in this RFP may need to be installed on the server for management purposes (WHMCS, Installatron, etc.). The open-source hosting requirement is referring to the applications that our users (UMW faculty, students, and staff) would install on their own individual hosting accounts within the system.

     b.    Contractor shall migrate all existing DoOO accounts from the current hosting company to the new hosting environment, if needed. The Contractor shall coordinate with UMW staff to minimize downtime and impact on users during the migration.

     c.    Contractor shall provide a managed dedicated server hosted off-site with a MINIMUM of the following specifications OR a virtualized/cloud-based server environment with the equivalent of the following minimum specifications. This server environment must support all of the individual DoOO user accounts. Offeror may submit a pricing table with variable specifications. If provided, UMW may use this to adjust specifications on an annual basis as the DoOO project grows.

          i.    Minimum specifications:
              a)   Quad-core Processor
              b)   16GB RAM
              c)   1000GB SSD Disk Storage
              d)   Gigabit Ethernet
              e)   7TB Bandwidth per month
              f)   CentOS Operating System; System would be running cPanel with Apache, MySQL, and PHP

     d.    WHMCS (license provided by contractor) must continue to be used for domain registrations and provisioning of accounts in cPanel.

     e.    Contractor must use cPanel/WHM for account management on the web server and must provide one cPanel/WHM license for the length of the contract. All upgrades and patches, and any associated costs, shall be the responsibility of the Contractor.

     f.    Contractor will provide any additional licenses needed to provide the service.

     g.    Contractor shall provide copies of any license agreements applicable under the contract.

     h.    Contractor shall handle installation of cPanel/WHM on server including any prerequisites such as Apache, MySQL, PHP.

     i.    Contractor shall facilitate cancellation of hosting accounts for students, faculty, and staff who have separated from the University. UMW can provide data files at regular intervals of these individuals for purging of accounts, based upon the Contractor's data/system requirements.

     j.    Contractor shall provide an offsite backup solution that provides automated, full block-level backups of all files and databases for individual accounts. Incremental backups are captured monthly, weekly, and daily and are to be obtainable at the server level and by end-users through the cPanel interface. The "offsite" location must be geographically separated from the data center in the event that one location incurs an interruption of service. Additional automatic backups are also available at the application level through cPanel's Installatron

interface.  Before any account termination, the Contractor shall provide a final backup to be stored on the server for 30 days. Contractor shall also coordinate with UMW if they wish to hold terminated account backups for a longer period of time by offloading the backups to a third-party storage location.

3.  UMW Blogs Hosting Requirements:
   a.  Provide a physical, virtual, or cloud-based data center offering secure, redundant facilities for hosting of a large WordPress Multisite (WPMS) instance. "Redundant facilities" refers to an alternate processing site including necessary agreements to permit the transfer and resumption of information system operations for essential missions/business functions within the defined recovery time period and recovery point objectives when the primary processing capabilities are unavailable.
   b.  Ensure hosting infrastructure can accommodate current installation size and anticipated growth. Currently, UMW Blogs has 15,000 user accounts, 11,000 sites, and 80,000 views a month. Growth is not anticipated to grow significantly, but offeror must be able to easily scale services if demand grows or diminishes.
   c.  Provide an offsite backup solution that provides automated, incremental monthly, weekly, and daily backups of all core WordPress files, user files/content, and databases in an offsite location. UMW project administrators shall have access to all backups; individual users do not need to have access to backups for UMW Blogs. The "offsite" location must be geographically separated from the data center in the event that one location incurs an interruption of service.
   d.  Provide regular scanning of core WordPress files, plugins, and themes to check for viruses and exploits. In the event virus or exploit is discovered, the Contractor shall clean up compromised files.
   e.  Provide infrastructure to support a high number of simultaneous authors within the WPMS system and the resources necessary for the associated writes to the WordPress databases.
   f.  Provide root access to the server and SSH access for select UMW administrators.

4.  UMW Blogs Development and Testing Environment Hosting Requirements:
   a.  Provide a cloud-based internal to UMW development and testing environment of the UMW Blogs installation described in Section 3 for use by UMW staff.
   b.  Ensure that this environment replicates the current installation of UMW Blogs by updating the data in the development and testing environment to match the data in the live UMW Blogs service up to two times a year at a mutually beneficial time.

C.  **Application Management and Support:** The University requires some application management and support for various server-based software used to administer Domain of One's Own as well as for the WordPress Multisite application running UMW Blogs. The Contractor shall be responsible for the following:

1.  Domain of One's Own:
   a.  Install all applications currently used to manage Domain of One's Own (WHM/cPanel, Installatron, WHMCS) to new hosting environment and migrate any associated data, settings, configurations, etc. UMW project administrators will work with the Contractor to find a migration time that will limit impact to users.
   b.  Complete updates and security patches for WHM/cPanel, WHMCS, and Installatron. Assist with troubleshooting and problems that emerge after updates or patches are completed.

2. <u>UMW Blogs</u>:
   a. Manage migration of current installation from Reclaim Cloud to new hosting environment, including all core WP files, databases, and user content files. Coordinate with UMW staff to time migration in a way that minimizes user impact.

**D. Support and Project Management:** The Contractor shall provide the following:
1. A minimum level of telephone, email, and/or live chat support for any unexpected issues.
2. Staff capable of providing priority administrative and technical support if Contractor systems are down or otherwise unavailable to users.
3. Initial one-on-one support for faculty and students will be handled internally by UMW and escalated to the Contractor as necessary by Digital Learning Support department employees.
4. One point of contact for project implementation and ongoing support. If that contact changes, the Contractor is responsible for providing a replacement contact for assisting and managing the services detailed herein.
5. Mandatory kick-off meeting with awarded Offeror to further discuss implementation details.

**UNIVERSITY OF MARY WASHINGTON**
Hosted Technology Services Addendum

VENDOR NAME:  Reclaim Hosting LLC

VENDOR PRODUCT/SOLUTION:  Domain Registrations, Web Hosting, Support, and Professional Development for Domain of One's Own and WordPress Multisite

This Addendum shall be included in any procurement deemed necessary requiring hosted technology services for the purpose of ensuring that the Commonwealth of Virginia and University of Mary Washington, technology standards are complied with for the duration of the agreement between the University and the Vendor.

**Definitions:**

- Agreement: The "Agreement" includes the contract, this addendum and any additional addenda and attachments to the contract, including the Contractor's Form.
- University: "University" or "the University" means University of Mary Washington, its trustees, officers and employees.  The point of contact for the University is the contract administrator for this Agreement.
- University Data: "University Data" is defined as any data that the Vendor creates, obtains, accesses, transmits, maintains, uses, processes, stores or disposes of in performance of the Agreement.  It includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites.
- Personally Identifiable Information: "Personally Identifiable Information" (PII) includes but is not limited to:  Any information that directly relates to an individual and is reasonably likely to enable identification of that individual or information that is defined as PII and subject to protection by University of Mary Washington under federal or Commonwealth of Virginia law.
- Security Breach: "Security Breach" means a security-relevant event in which the security of a system or procedure involving University Data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- Service(s): "Service" or "Services" means any goods or services acquired by the University from the Vendor.

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

2.  **Accessibility:** All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of University of Mary Washington shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the most current version of the Web Content Accessibility Guidelines (WCAG).  The Vendor/Contractor further warrants that it is committed, and shall remain committed, to promoting and improving accessibility of all its products.

    a.  If the Products and Services are not in conformance with all applicable federal and state disability laws, policies, and regulations as of the Contract Effective Date, as identified by the Vendor/Contractor, or through University testing or assessment, Vendor/Contractor shall use all reasonable efforts to update the Products and Services so as to be in conformance prior to Acceptance by the University.

b. In the event any issues arise regarding Vendor's/Contractor's compliance with applicable federal or state disability laws, policies and regulations, at any time, during any term of the contract, including all optional renewals, the University may send communications to Vendor/Contractor as specified in the Notices provision of the contract, requesting cure of such noncompliance. The Vendor/Contractor shall respond to these communications within two (2) business days from receipt to the University official identified in the Notices provision of the contract, with a plan, including a timeline for completion, which will bring the contractor back within compliance as required by the contract. This plan shall require University agreement.

3. **Data Privacy:**
   a. Contractor will use University Data only for the purpose of fulfilling its duties under this Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this Agreement or as otherwise required by law.
   b. University Data will not be stored outside the United States without prior written consent from the University.
   c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under this Agreement. The Contractor will ensure that the Contractor's 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.
      i. If the Contractor will have access to the records protected by the Family Educational Rights and Privacy Act (FERPA), Contractor acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in such records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use such records only for the purpose of fulfilling its duties under this Agreement for University's and its End Users' benefit, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the University.

4. **Data Security:**
   a. Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
   b. Contractor will use industry-standards and up-to-date security controls, technologies and practices such as network firewalls, anti-virus, vulnerability scans, system logging, intrusion detection, 24x7 system monitoring and third-party penetration testing in providing services under this Agreement.
   c. Contractor will provide SOC 2 Type 2 reports, or other security report deemed sufficient by the University, prepared by a third-party auditor, to demonstrate the presence and efficacy of the security controls used to protect its products, services and environments where University Data are hosted, stored and processed. Updated security reports will be provided at no cost on an annual basis.
   d. Without limiting the foregoing, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at AES 256 of stronger.

5. **Data Authenticity, Integrity and Availability:**
   a. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for

ensuring that University Data, per the Virginia Public Records Act, "is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration."

    b. Contractor will ensure backups are successfully completed at the agreed interval and that restoration capability is maintained for restoration to a point-in-time and\or to the most current backup available.

    c. Contractor will maintain an uptime of 99.99% or greater, or as negotiated and accepted by the University, as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations, excluding regularly scheduled maintenance time.

6. **Employee Qualifications:**

    a. Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this agreement including but not limited to all terms relating to data and intellectual property protection.

7. **Security Breach:**

    a. Response. Immediately (within one day) upon verifying a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.

    b. Liability. In addition to any other remedies available to the University under law or equity, when applicable to the type services being provided, Contractor will pay for or reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach. Contractor agrees to indemnify, hold harmless and defend the University from and against any and all claims, damages, or other harm related to such Security Breach.

8. **Requests for Data, Response to Legal Orders or Demands for Data:**

    a. Except as otherwise expressly prohibited by law, Contractor will:

        i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;

        ii. consult with the University regarding its response;

        iii. cooperate with the University's requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and

        iv. Upon the University's request, provide the University with a copy of its response.

    b. Contractor will make itself and any employees, contractors, or agents assisting in the performance of its obligations under the Agreement, available to the University at no cost to the University based upon claimed violation of any laws relating to security and\or privacy of the data that arises out of this agreement. This shall include any data preservation or eDiscovery required by the University.

    c. The University may request and obtain access to University Data and related logs at any time for any reason and at no extra cost.

9. **Data Transfer Upon Termination or Expiration:**
   a. Contractor's obligations to protect University Data shall survive termination of this Agreement until all University Data has been returned or Securely Destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.
   b. Upon termination or expiration of this Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 30 days of termination of this Agreement. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
   c. In the event that the University requests destruction of its data, Contractor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University and to complete any required Commonwealth of Virginia documentation regarding the destruction of University Data.
   d. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Vendor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

10. **Audits:**
    a. The University reserves the right in its sole discretion to perform audits of Contractor at no additional cost to the University to ensure compliance with the terms of this Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
    b. If Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, Contractor will at its expense conduct or have conducted at least annually a(n):
       i. American Institute of CPAs Service Organization Controls (SOC) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests Contractor's security policies, procedures and controls;
       ii. vulnerability scan, performed by a scanner approved by the University, of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement; and
       iii. formal penetration test, performed by a process and qualified personnel approved by the University, of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement.
    c. Additionally, Contractor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Agreement.

11. **Compliance:**

a. Contractor will comply with all applicable laws and industry standards in performing services under this Agreement. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.

b. Contractor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Contractor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA).

12. **No End User Agreements:** Any agreements or understandings, whether electronic, click through, verbal or in writing, between Contractor and University employees or other end users under this Agreement that conflict with the terms of this Agreement, including but not limited to this Addendum, shall not be valid or binding on the University or any such end users.

***To the extent allowed by Virginia law, the University of Mary Washington will keep any information provided in a security audit report confidential to protect the integrity of the Vendor.***

This Addendum and any other related and attached documents constitute the entire agreement between the parties and may not be waived of modified except by written agreement between the parties.

This Agency does not discriminate against faith-based organizations.

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

| **VENDOR** | **AGENCY** |
|---|---|
| | **University of Mary Washington** |
| SIGNATURE: _Lauren Hanks_ | SIGNATURE: _____ |
| PRINTED NAME: Lauren Hanks | PRINTED NAME: Melva A. H. Kishpaugh |
| TITLE: Director of Operations | TITLE: Director, Procurement Services |
| DATE: April 11, 2022 | DATE: June 15, 2022 |