



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU4044

This contract entered into this 12th day of July 2013, by InnoSoft Canada, Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From July 12, 2013 through July 11, 2014 with nine (9) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal # MLO-690 dated February 22, 2013:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions,
 - (d) Addendum No. One dated March 14, 2013.
- (3) The Contractor's Proposal dated March 11, 2013 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary dated June 28, 2013,
 - (b) InnoSoft Fusion Statement of Work & Appendix 3.1, InnoSoft Fusion Software License dated May 30, 2013,
 - (c) The Commonwealth of Virginia Addendum Form to Contractor's Form dated July 3, 2013, which shall govern in the event of conflict.

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

CONTRACTOR:

By: Brian Foster
(Signature)

Brian Foster

(Printed Name)

Title: Chief Executive Officer

PURCHASING AGENCY:

By: Matasha Owens
(Signature)

MATASHA OWENS

(Printed Name)

Title: Buyer Senior



**RFP # MLO-690, Recreation Management System
Negotiation Summary for InnoSoft Canada, Inc.**

June 28, 2013

1. Contractor's Pricing Schedule:
 - a. Annual Licensing Fee - \$17,000/year
 - b. Professional Implementation Services - \$4,000 (*Includes 5 full days of onsite training. Travel expenses to be billed per 2.a. below.*)
2. Contractor's proposal is amended to include the following:
 - a. All travel expenses shall be in accordance with the Commonwealth of Virginia's per diem allowance for lodging, meals, and incidentals.
<http://www.jmu.edu/finprocedures/4000/4215mie.shtml>.
 - b. Test instance of the software shall be provided to the Purchasing Agency at no additional cost.
 - c. If requested by the Purchasing Agency, the Contractor shall add an exit swipe to the proposed system within 16 weeks from receipt of request. Price to be negotiated and mutually agreed at time of purchase.
3. Contractor has disclosed all potential fees. Additional charges will not be accepted.

Statement of Work

For the Implementation of Fusion Recreation Management Software

Prepared for JAMES MADISON UNIVERSITY

Created:	May 30, 2013	Expires unless SOW signed by:	
Contact Name:	Matasha Owens	Contact Phone:	540.568.3137
Prepared By:	Harrison Kelly	Filename:	InnoSoft Canada Inc. Statement of Work (James Madison University)
Salesperson:	Harrison Kelly		
Vendor requires a purchase order.		Project Type:	New Implementation

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1 EXECUTIVE SUMMARY

1.1 DOCUMENT PURPOSE

InnoSoft is pleased to be considered a recreation management business partner with JAMES MADISON UNIVERSITY. The purpose of this document is to provide an outline of the work required and the professional services estimated for your InnoSoft Fusion solution.

This document defines the current understanding by InnoSoft of the engagement's objectives, scope, assumptions, risks and constraints and is based upon information gathered during conversations with JAMES MADISON UNIVERSITY during the sales cycle, with the key assumption that InnoSoft and JAMES MADISON UNIVERSITY will jointly staff the project team during the project lifecycle.

This Statement of Work provides a documented basis for making future decisions and for confirming or developing a common understanding of project scope among the stakeholders. Any change to the assumptions in this document or the discovery of increased complexity during the engagement will be considered a change in the scope of the professional services, and will be managed through the InnoSoft standard change control procedures.

For detailed information regarding project scope and assumptions, project complexity and risk areas, please see the sections of the document after the approval page. Please note that an approval in section 1.3 includes approval of the Statement of Work details and Assumptions and Appendixes sections.

1.2 PROJECT OVERVIEW

1.2.1 PROJECT GOALS AND OBJECTIVES

JAMES MADISON UNIVERSITY is an organization in the Education industry with approximately 18,000 enrolled students.

This project will be focused on implementing the majority of the InnoSoft recreation management solution in up to 16 weeks.

The key goals and objectives that JAMES MADISON UNIVERSITY is aiming to achieve through the completion of this project are:

- Provide a fully robust recreation management system for employees to utilize for all daily business processes
- Provide online services to its member base
- Enhance customer experiences with quicker transactions and processes
- Automate various manual, paper and/or inefficient processes and functions

This proposal anticipates that the solution will be fully operational in a production environment based upon the project scope detailed in this document and the mutually agreed solution design documentation completed collaboratively during the project.

1.2.2 PROPOSED SOLUTION

The estimated investment included in this Statement of Work is quoted in USD\$:	
Item	\$
Professional Implementation Services	\$4,000.00
Licensing Fees (Years 1)	\$17,000.00
Estimated Investment for This Project	\$21,000.00

The Project Fees estimated are based on the following buying scenario:

SOFTWARE AND INTERFACES

The JAMES MADISON UNIVERSITY is to receive the most current release of Fusion upon initial installation. Below is the most current version at the time of writing:

Software and Interfaces	Service Type (version)
Fusion Recreation Management System	V1.6.2.588

PROFESSIONAL IMPLEMENTATION SERVICES

The professional services estimated for this project are:

	\$
Project Management, Implementation and Training Services	\$5,000.00
Less: Negotiated Discount	\$1,000.00
Total:	\$4,000.00

Professional services are to include the following:

- 5 full days of onsite training (utilizing a “train-the-trainer” approach)
- Remote implementation meetings/discussions with InnoSoft implementation technicians and project managers
- Workstation/hardware set up and testing
- Remote set up of server side components and onsite verification of set up
- Implementation consultation to include partial project management services from InnoSoft

SOFTWARE LICENSING FEES

The following fees are based upon a one (1) year licensing agreement: with nine (9) annual renewal options:

	\$
Licensing Fees (Per Year)	\$17,000.00
Total:	\$17,000.00

Licensing fees are to include the following:

- Unlimited users and workstations within **JAMES MADISON UNIVERSITY** Recreation and Intramurals Department
- All Fusion features and functional areas (including a customized member portal)
- Annual maintenance and support fees (including 24/7 toll free support)
- All major and point upgrades to Fusion, including feature requests
- All inclusive pricing (No transactional fees would be charged by InnoSoft for any payment processing completed in conjunction with the system)

TRAINING/TEST INSTANCE

The following fees are based upon a one (1) year licensing agreement: with nine (9) annual renewal options:

	\$
Training/Test Instance Fees (Per Year)	\$1,200.00
Less: Negotiated Discount	\$1,200.00
Total:	\$0.00

Training/test instance fees are to include the following:

- The installation of a dedicated training environment to test functionality/configurations and/or train employees
- Regular updates to be completed prior to or during completion of production updates
- Optional database copying (on a request basis) of existing production environment (to populate existing patrons, products, services etc.)

TRAVEL EXPENSES

Billable travel expenses, including airfare and lodging, will be billed in accordance with the Commonwealth of Virginia's per diem allowance for lodging, meals and incidental expenses (M&IE RATE TABLE) at the time of travel, which can be referenced at:
<http://www.jmu.edu/finprocedures/4000/4215mie.shtml>.

HARDWARE

It is the client's responsibility to furnish all desired peripheral hardware devices. InnoSoft will attempt to utilize any existing hardware but cannot make any compatibility guarantees. InnoSoft will supply the client with a compatible hardware list that identifies all currently supported devices. Any device not contained within this list may be sent to InnoSoft for testing. The client is responsible for any fees incurred shipping and testing peripheral hardware devices.

1.2.3 PROJECT DURATION AND IMPLEMENTATION APPROACH

The project estimates provided in this Statement of Work are based on a deployment that consists of a single phase for the entire organization with 1 phase(s) and 1 Deployment Instance(s) (or Go-Lives). The proposed solution is estimated to have a total duration of 16 weeks. Depending upon JAMES MADISON UNIVERSITY's resource availability and project task capability, the duration of the project may need to be extended.

Depending on the product features designed during the project, the capabilities of the project team, and capacity of the end user community to accept the solution, the project team may recommend additional deployment phases. For example, it may be recommended to initially concentrate on core functionality requirements, followed by optional features after a period of stabilization and acceptance by the customer community, resulting in a more efficient project and improved customer experience. Any mutually agreed upon changes to the deployment approach will be handled through the InnoSoft standard change control procedures. No additional costs are to be incurred by the client for change control procedures unless otherwise noted by InnoSoft.

It is assumed that a high level executive will be assigned as an Executive Sponsor and will remain engaged during the full lifecycle of the implementation. The Executive Sponsor will secure resources to support the defined duration of the project, take active part in Project Kick-off and Solution Overview, Phase Reviews and completing Milestone sign-offs. This level of Executive involvement will allow for cost containment resulting in an increased Return on Investment (ROI) and avoid unnecessary delays.

A Remote delivery method combined with onsite training will be used for this implementation. Below are the benefits to this approach:

- Minimal impact on your business due to staffing resources based on the needs of our customer which incorporate the best use of onsite and virtual interaction
- An efficient implementation process won't waste your time with starts and stops. We'll deliver a solid plan using a seasoned team of experts using state-of-the-art implementation systems and procedures
- On-site training at your location utilizing a "hands on" train-the-trainer approach provides an optimal environment for learning and ingestion of training material

1.3 SIGNATURES AND APPROVALS

SUBMITTED AND APPROVED BY INNOSOFT REPRESENTATIVE

By: _____ Date: _____

Title: _____

This Statement of Work is subject to JAMES MADISON UNIVERSITY's agreement with InnoSoft governing Professional and Educational Services. JAMES MADISON UNIVERSITY reserves the right to modify this Statement of Work through mutual agreement with InnoSoft Canada Inc. By signing below, JAMES MADISON UNIVERSITY's authorized representative agrees to purchase the services described herein.

Very truly yours,
InnoSoft Canada

ACCEPTED AND AGREED, JAMES MADISON UNIVERSITY

By: _____ Date: _____

Title: _____

2 STATEMENT OF WORK DETAILS

2.1 SOLUTION ASSUMPTIONS

The following solution details have been discovered through analysis with JAMES MADISON UNIVERSITY throughout the sales cycle and form the scope by which this project will be managed.

Additional assumptions have been made, where necessary, in order to estimate the professional services required for JAMES MADISON UNIVERSITY's solution.

Solution analysis and design may be performed during the Assess Phase(s) of the project in order for both parties to mutually agree on the Solution Design. If the solution or assumptions defined in this document change, InnoSoft and JAMES MADISON UNIVERSITY will review and adjust the project scope and budget accordingly through standard InnoSoft change control procedures. Where applicable throughout this section, if not specifically stated as "InnoSoft to Implement" JAMES MADISON UNIVERSITY is responsible for the implementation or configuration.

2.1.1 GENERAL IMPLEMENTATION INFORMATION

IMPLEMENTATION METHODOLOGY

Upon completion of sales/procurement process, InnoSoft will construct a tailored implementation project plan. The plan will be constructed based upon InnoSoft's professional recommendations as well as requirements from the client.

InnoSoft Implementation Project Roles

Project Manager

This individual will prepare and monitor a custom project plan using InnoSoft's project management system "Teamwork PM." The project manager will schedule recurring project calls and will coordinate all appropriate individuals from both parties. This person will also supply the client with all required documentation and implementation information. Upon the successful completion of the implementation project, this person will act as the client's main point of contact.

Technical Lead

An individual with substantial technical expertise will be assigned to the implementation project to consult on all technical aspects of the implementation. This person will lead all calls with client IT professionals. This person will provide a technical support role as soon as the project is complete.

Trainer

This individual may or may not be the project's technical lead. He/she will lead all onsite training efforts and will perform at least (additional options may be selected). This person will provide remote support and training resources upon completion of the project.

Recommended Client Implementation Project Roles

Campus-Level Executive

If possible, a campus-level professional should be assigned to the project to manage appropriate campus resources and personnel for the project. As many different campus departments will be involved in the success of an implementation, it is crucial for InnoSoft's project team to have a campus-level contact available to direct appropriate campus personnel throughout the project duration.

Campus Recreation Project Lead

This individual should be present for all implementation meetings/calls. This person will be the main client project contact and will work directly with our implementation personnel throughout the process. This person will work with our trainer to coordinate the onsite training (i.e. schedule, location etc.).

IT Project Lead

This person may be internal to the Campus Recreation Department or an individual from campus IT services. He/she must be technically proficient and should be able to assist our implementation team with obtaining the desired Institute IT resources. This person should also be comfortable with hardware peripherals (i.e. receipt printers, gates/turnstiles etc.) in order to assist with the installation and support of these devices. This person should also be able to identify other campus personnel required to successfully implement server infrastructure (if applicable), data feeds, picture feeds etc.

Internal Fusion "Champion"

An individual should be identified as the department's Fusion expert. He/she should be the person within the Campus Recreation Department that would utilize the software on a daily basis. This individual should be able to assist other staff with system troubleshooting and questions related to functionality. This individual would provide the majority of feedback to our support team in regards to any issues experienced during the implementation process and beyond. This individual should attend ALL onsite training sessions (if possible).

Implementation Project Tools

InnoSoft utilizes an online project management system “Teamwork PM” to manage all aspects of Fusion implementation projects. This system can be accessed by any client representative to view all project tasks, messages and documentation. The system also allows for the following:

- Client can view tasks assigned to the vendor and/or client personnel
- An unlimited number of client and/or vendor personnel can be assigned tasks within the project
- Client can message vendor personnel for questions and/or updates to tasks (directly from personal email)
- Automatic notifications can be sent to vendor and/or client personnel for outstanding tasks
- Client can view project timelines and milestones

InnoSoft’s standard methodology is to construct and implement two custom projects within this system; one for each client’s main Fusion application implementation and one for the Fusion member portal implementation. Historically, the majority of clients have selected a staggered approach to the implementation of each component, with the application “going live” before the web component. However, a client can select a concurrent implementation approach if desired.

Training

InnoSoft’s standard training option is one full week of onsite training. The 5 day training session provided by InnoSoft’s Implementation Specialist focuses on a train-the trainer approach. The specialist focuses on training admin-level users on the backend configuration and functionality of Fusion. During the training sessions, the trainer walks through the back-end configuration of each functional area within Fusion’s System Preferences area. A majority of the data entry required for the configuration of Fusion (i.e. input of membership types, products, facilities etc.) is also completed during this process. At the completion of all training sessions, all professional staff members should be very comfortable with Fusion. The majority of Fusion’s front end functionality is very simple and straightforward to use, allowing training of part-time front staff to be completed in as little as 15 minutes.

Supplementary Training Resources

Client will also be supplied with access to Fusion’s online documentation system (ScreenSteps Live). This system contains individual FAQ/help/configuration documents (with supporting screenshots) on topics related to the configuration and management of Fusion. Each online document can be exported via PDF if need be. Clients are responsible for supplying contact information (name and email) for all employees who require access to InnoSoft systems.

2.1.2 EXISTING SYSTEM FUNCTIONALITY

CURRENT FUSION FEATURES

Product Function	Features
Point of Sale	Touch screen interface Customizable sales profiles Transaction auditing
Sales and Retail	Products and services Facility rentals Equipment rentals Inventory management Custom prompts
Members	Memberships Renewals
Services	Locker service Lock/locker management Towel service
Equipment	Equipment check in/check out Serialized inventory Single/multiple day sign-out Rental fees
Reporting	120 standard reports Data segmentation
Accounting	General ledger Revenue Reporting Accounts receivable
Administration	User management Role-based security Scheduled and automatic imports of member information Automated email tools
Controlled Access	ID card printing Biometric hand scanning/enrollment Pass-back detection Turnstiles & doors
Registrations	Courses/Programs Class roster management
Facility Scheduling	Facility rentals Appointment/reservation booking Course scheduling Conflict detection
Online Capabilities	Course/program registration and payment Membership sales and renewals Day pass sales Facility reservations requests and calendar viewing Customized portal theming

2.1.3 CORE SYSTEM FUNCTIONALITY FOR PROJECT

FEATURES TO BE DESIGNED AND IMPLEMENTED

Item	Scope and Assumptions
Item 1: Design and Develop Entrance/Exit Functionality to Record Facility Attendance Duration Statistics	<p>Upon request from James Madison University, InnoSoft's development team will design and test additional system functionality to allow for JMU to record the duration of patron visits within the facility.</p> <p>InnoSoft is under the assumption that at least 16 weeks of lead time will be provided by JMU to design and implement this functionality.</p>

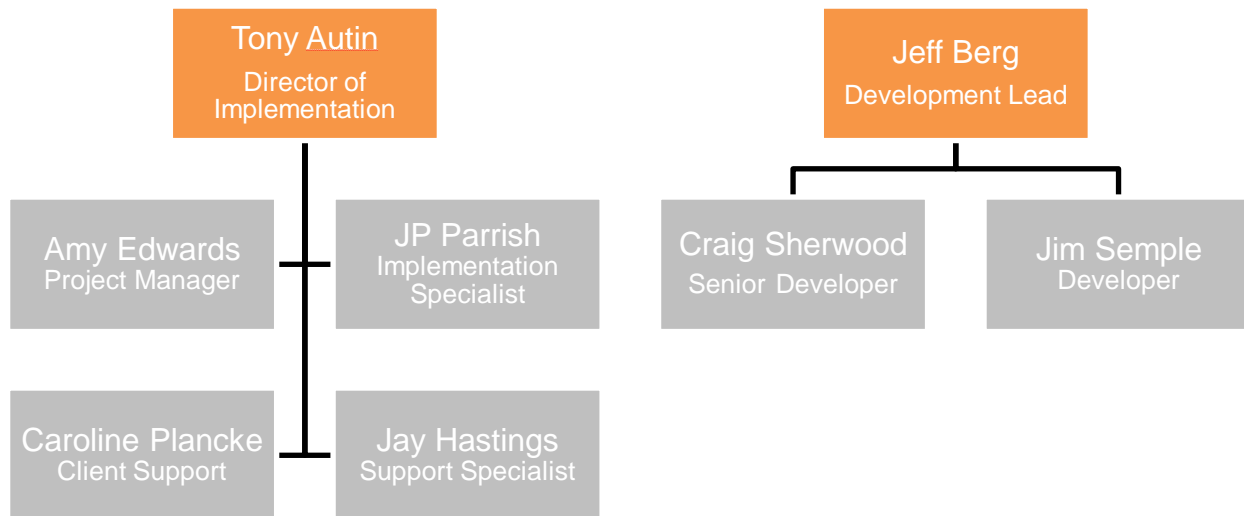
2.2 PROFESSIONAL SERVICES

2.2.1 PROJECT MANAGEMENT MILESTONES

Task	Estimated Completion Date	Professional Staff Assigned
Item 1: Application Installed	Prior to selected training dates	Jim Semple
Item 2: Training Dates	To be determined	Tony Autin or JP Parrish
Item 3: Application Go-Live Date	To be determined	Tony Autin
Item 4: Support Provided on Go Live Date	Remote support will be available from InnoSoft following on-site training and Go Live implementation.	Tony Autin, JP Parrish, Jay Hastings
Item 5: Member Portal Go-Live Date	To be determined	Tony Autin
Item 6: Development Requirements	Entrance/Exit Functionality To be determined (target of 16 weeks from request date)	Jeff Berg, Craig Sherwood

2.3 PROFESSIONAL SERVICES BY ROLE

PROJECT TEAM



PROJECT ROLES

InnoSoft Staff Member	Role
Tony Autin	Lead software implementation planning and training
Jeff Berg	Lead development projects and tasks
Amy Edwards	Manage implementation project systems, roles, tasks and calls
JP Parrish	Assist with technical implementation tasks
Craig Sherwood	Lead installation processes and technical support
Jim Semple	Assist with software installation and updates
Caroline Plancke	Assist with project tasks and client communication
Jay Hastings	Assist with client support throughout implementation and go-live process

3 APPENDIXES

3.1 INNOSOFT FUSION SOFTWARE LICENSE AGREEMENT

This is a software license between the customer identified below (the "Customer") and InnoSoft Canada Inc. ("InnoSoft") for software (the "Software") described on Schedule A attached hereto (and on such Additional Schedule A's as may be entered into from time to time).

1. License: InnoSoft hereby grants to the Customer a non-exclusive, non-transferable license to use the Software (object code, but not source code) on the terms contained herein. The Customer may use the Software only on its own systems, only for the purpose of conducting the Customer's business, and subject to the restrictions contained on Schedule A.

The Customer will not: (a) reproduce the Software (except for one back-up copy); (b) use the Software except as authorized herein; (c) assign, sublicense, pledge, sell, lease, rent, or otherwise transfer or share its rights under this License; (d) use the Software to process data for other parties; (e) reverse engineer, decompile, disassemble, otherwise attempt to derive the source code, perform cryptographic analysis on, or create derivative works from the Software, modify it in any way, or attempt to do so; (f) use programs forming part of the Software on their own; (g) use the Software for others by way of timesharing, service bureau, subscription, rental or otherwise; or, (h) publish any results of benchmark tests run on the Software.

InnoSoft may audit the Customer's use of the Software to confirm compliance with the license.

2. Term: The license granted herein is for the term (the "Term") set out on Schedule A, and is not perpetual. The Term will renew, upon written consent of the Customer, on a yearly basis on the same terms for nine (9) consecutive one-year periods or until the Customer provides written notice of no less than 60 days terminating the Term. Except as provided in the section entitled "Termination", InnoSoft must give no less

than 12 months written notice to terminate the Term. At the end of the Term, no matter how ended, the Customer may no longer use the Software and will uninstall; and destroy all copies of the Software and related documentation.

3. Fees: Customer will pay InnoSoft the fees specified on Schedule A. Recurring fees are payable in advance as outlined in Schedule A. Any payments, or any deposits paid are refundable, on a pro-rated basis, calculated by multiplying by the monthly cost of the license by the number of months remaining in the term. If at any time the Customer desires to use the Software beyond the restrictions contained on Schedule A, it must obtain InnoSoft permission and pay InnoSoft's then current fee for such use. All amounts are subject to the payment of all applicable taxes. InnoSoft may alter the fees, by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available at the end of a then current Term.

4. Ownership: The Software is protected by copyright and patent laws, international copyright and patent treaties, as well as other intellectual property laws and treaties. All patent, copyright, trade-mark, trade secret, source code, Internet domain, and other intellectual and intangible property rights relating to the Software are the sole and exclusive property of InnoSoft. The Software and any accompanying documentation are not being sold to the Customer. The title to the Software and any accompanying documentation remains solely with InnoSoft.

5. Support: The fees contained on Schedule A include the provision of maintenance and support by InnoSoft. InnoSoft provides 24/7 toll-free telephone support. InnoSoft will use reasonable efforts to respond within one hour if

the system is down, within four hours if there is a major bug but the system is still operational, within 72 hours if there is a minor bug that is non-critical but requires fixing, and within 30 days for minor non-critical bugs. The fees also include upgrades to the Software to the extent they are provided by InnoSoft to its Customers generally. The Customer must allow or take steps to install all updates provided by InnoSoft in order to continue receiving support. The Customer must allow InnoSoft's systems to connect with the Software in order to continue receiving support and updates. Customer shall nominate a limited number of specified individuals as contacts for InnoSoft to respond to support requests. Communications with InnoSoft regarding support will only be through those contacts, which the Customer may change by giving written notice.

Customer shall restrict InnoSoft from accessing Customer's systems outside the Software. Without limiting the generality of other sections of this License, InnoSoft is not responsible for any affects its actions cause to any of the Customer's systems or data resulting from its ability to access systems other than the Software.

6. Training: InnoSoft will provide training for the use of the Software on the terms contained on Schedule A.

7. Third Party Software: Any third party software required for the Software to operate is subject to the license terms of the relevant software vendor, and must be purchased separately by the Customer.

8. Termination: This license is effective for the Term unless earlier terminated in accordance with this License.

InnoSoft may terminate this License notice if with 30 days' notice if (a) Customer fails to pay fees when due; or (b) Customer uses the Software beyond the scope of the license and after having received notice of this error, does not remedy the error within 30 days of notification.

9. Export Control: The Software may be subject to export or import regulations in other

countries. Customer agrees to comply and adhere to all such regulations.

10. Limited Warranty: The Software is provided "as is". The Customer alone is responsible for the use of the Software and the information stored in the Software. InnoSoft does not warrant that the Software is error free, that it will operate uninterrupted or without problems, or that it will satisfy the Customer's expectations. InnoSoft expressly excludes and disclaims all express or implied conditions, representations and warranties including, without limitation, any implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement to the extent allowable by law.

In no event is InnoSoft liable for any lost profit, revenue or data or for direct, special, indirect, consequential, incidental, or punitive damages however caused, whether in contract, tort, negligence, strict liability, operation of law or otherwise, even if InnoSoft has been advised of the possibility of such damages. The total liability of InnoSoft, whether in contract, tort, negligence, strict liability, operation of law or otherwise shall not exceed the license fee paid by the Customer for the Software.

The parties acknowledge that InnoSoft has set its prices and entered into this License in reliance on the limitations of liability and disclaimers of warranties and damages set forth herein, and that the same form a fundamental and essential basis of the bargain between the parties. They shall apply even if this License is found to have failed in its fundamental or essential purpose or been fundamentally breached.

11. Interpretation: Each paragraph and provision of this License is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this License will remain in full force and effect. Time shall be of the essence.

12. Prior agreement: This License cannot be amended or modified, other than by a change

made in writing, dated and executed by the parties.

13. Confidential Information: Confidential Information is all information of either party that is not generally known to the public, whether of a technical, business or other nature (including, without limitation, trade secrets, know-how and information relating to technology, business plans, assets, liabilities, prospects, finances, source and object code, product capabilities or lack thereof, identity and number of a party's employees or contractors and their backgrounds or knowledge, identity of customers or business partners), that is disclosed by a party to the other or that is otherwise learned by the other in the course of its discussions or business dealings with the other, and that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as proprietary and/or confidential.

Confidential Information shall not include (except for any personally identifiable information about an individual that relevant privacy legislation or policies do not allow to be disclosed): (a) any Confidential Information that is in the public domain at the time of its disclosure or which thereafter enters the public domain through no action of the receiving party, direct or indirect, intentional or unintentional; (b) any Confidential Information which the receiving party can demonstrate was in its possession or known to it prior to its receipt, directly or indirectly, from the other party; (c) any Confidential Information that is disclosed to the receiving party by another party not in violation of the rights of the other party or any other person or entity; and (d) any Confidential Information which is either compelled by law or by the order of a court of competent jurisdiction to be disclosed.

The parties shall (i) not use Confidential Information for any purpose other than that contemplated by this License; (ii) not disclose Confidential Information to anyone without the prior written authorization of the disclosing party,

during the term of this License or at any time thereafter; (iii) handle, preserve and protect Confidential Information with at least the same degree of care that it affords or would afford to its own Confidential Information, including taking all reasonable efforts to avoid disclosure of such Confidential Information to any third party, at any time; (iv) disclose Confidential Information only to its employees or subcontractors who require such information in order to perform the party's obligations with the other, and are under confidentiality obligations.

14. Privacy: The parties will treat any personal information in the possession of the other party that they may have access to under this License as required under applicable privacy legislation and each party's own privacy policy as it exists from time-to-time. Neither party shall use or disclose such personal information in any way except pursuant to the other party's instructions or to the extent necessary to perform this License. InnoSoft will use security measures adequate to the sensitivity of the personal information to protect personal information. If InnoSoft subcontracts any part of its obligations hereunder it will obtain written consent from the Customer and contractual obligations similar to this section from the subcontractor.

15. Force Majeure: InnoSoft is not liable for an omission or delay in the execution of its obligations hereunder caused by an event beyond its reasonable control. The time for the performance of the obligation that is so delayed shall be extended by a reasonable time, provided that payments shall not be delayed.

16. Notice: All required notices, or notices which may be provided in accordance with this License, shall be in writing and shall be duly provided for if the notice is remitted to its addressee by courier, mail, or e-mail, if to InnoSoft to the address at the bottom hereof, and if to the Customer to the address on Schedule A, or such other address as the party which is to receive the notice indicates to the party providing the notice, in the manner provided for in this section. Every



notice delivered in the manner provided for herein shall be deemed to have been received: when delivered or by e-mail or courier the first business day after the date received; or the fifth business day following the date of mailing, if sent by mail.

IN WITNESS WHEREOF this License has been entered into by the parties hereto as of the ____ day of _____, 20__.

InnoSoft Canada Inc.

(Authorized Officer)

James Madison University

(Authorized Officer)

Schedule A**To Software License dated the ____ day of _____, 20__****Between: InnoSoft Canada Inc. & James Madison University****Customer name and contact info:*****Eric Nickel | Director of University Recreation****Ph: 540.568.8737**Email: nickelec@jmu.edu***Software Name:*****InnoSoft Fusion*****Software limitations:**

*The Customer may use the Software only to process data for its facilities located at **James Madison University**. There are no restrictions on number of workstations, total users or concurrent users as long as the software is used solely for operational purposes within **James Madison University's UREC Facility** and surrounding satellite facilities.*

Pricing Schedule:**Training Implementation****Upon Completion of Training: \$4,000.00**

*InnoSoft Canada will provide up-to **5 (five) days** of onsite installation and training. The training and implementation fee does not include travel expenses. Although onsite training is recommended, the client can opt for remote training if preferred.*

A discount of \$1000 has been applied towards the project management, implementation and training fees.

Licensing Fees**Year 1: \$17,000.00/annually**

*Annual licensing fees are payable on a monthly, quarterly or annually (in advance) basis. The term of the agreement is for **1 (one) year** commencing on the day of installation.*

Test Instance Fees

Test instance fees have been waived for the duration of the agreement. InnoSoft will install an additional TEST instance of the software on client server infrastructure.

Renewal Options

Nine (9) annual renewal terms shall commence, upon approval of both parties, at the end of the initial one (1) year term.

The Schedule is in addition to, and does not replace, any previous schedules to the License, unless explicitly stated to the contrary above.

IN WITNESS WHEREOF this Schedule has been entered into by the parties hereto as of the ____ day of _____, 20__.

InnoSoft Canada Inc.**JAMES MADISON UNIVERSITY**_____
(Authorized Officer)_____
(Authorized Officer)

**COMMONWEALTH OF VIRGINIA AGENCY
CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM**

AGENCY NAME: James Madison University

CONTRACTOR NAME: InnoSoft Canada Inc.

DATE: July 3rd, 2013

The Commonwealth and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor. This addendum, duly executed by the parties, is attached to and hereby made a part of the contract.

The Contractor represents and warrants that it is a(n) ☐ individual proprietorship ☐ association ☐ partnership ☒ corporation ☐ governmental agency or authority authorized to do in Virginia the business provided for in this contract. (Check the appropriate box.)

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by the Commonwealth for all goods, services and other deliverables under this contract shall not exceed Purchase Order Amounts; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to James Madison University. The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the Commonwealth.

The Contractor's form contract is, with the exceptions noted herein, acceptable to the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the Commonwealth, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, none of the following shall have any effect or be enforceable against the Commonwealth:



1. Requiring the Commonwealth to maintain any type of insurance either for the Commonwealth's benefit or for the contractor's benefit;
2. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;
3. Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;
4. Requiring the Commonwealth to indemnify or to hold harmless the Contractor for any act or omission;
5. Imposing interest charges contrary to that specified by the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment;
6. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;
7. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the contract is terminated before its ordinary period;
8. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the Commonwealth before the contract is considered in effect;

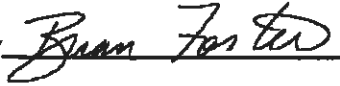
9. Delaying the acceptance of this contract or its effective date beyond the date of execution;
10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury;
12. Permitting unilateral modification of this contract by the Contractor;
13. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
14. Obligating the Commonwealth to pay costs of collection or attorney's fees;
15. Granting the Contractor a security interest in property of the Commonwealth;
16. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the Commonwealth.

This Agency contract consisting of this Agency addendum and the attached Contractor's form contract constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This contract has been reviewed by staff of the agency. Its substantive terms are appropriate to the needs of the agency and sufficient funds have been allocated for its performance by the agency. This contract is subject to appropriations by the Virginia General Assembly.

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

AGENCY by 
Title 
Printed Name NATASHA OWENS

CONTRACTOR by 
Title CEO
Printed Name Brian Foster

JUL 2009



294 Wolfe Street
London, Ontario Canada
N6B 2C5
888.510.3827
www.innosoftfusion.com

Request for Proposal #MLO-690

Recreation Management System

InnoSoft Response

Proposal Due Date: 2:30pm on March 15th, 2013

Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807

March 11th, 2013

REQUEST FOR PROPOSAL
RFP # MLO-690

Issue Date: February 22, 2013
Title: Recreation Management System
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:30 p.m. on March 15, 2013 For Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information and Clarification Should Be Directed To: Matasha Owens, VCO, Buyer Senior Procurement Services, 540/568-3137 (Fax) 540/568-7936 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

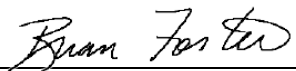
Name and Address of Firm:

InnoSoft Canada Inc.
294 Wolfe Street, London, Ontario
N6B 2C5

Date: March 11th, 2013

Web Address: www.innosoftfusion.com

Email: info@innosoftfusion.com

By: 

Name: Brian Foster *(Signature in Ink)*

Title: Chief Executive Officer *(Please Print)*

Phone: 519.902.2124

Fax #: 888.510.3827

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☒ NO; IF YES ⇒ ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY **IF MINORITY:** ☐ AA; ☐ HA; ☐ AsA; ☐ NW

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, or any other basis prohibited by state law relating to discrimination in employment.

March 11th, 2013

Matasha Owens
Buyer Senior, Procurement Services
James Madison University

Dear Matasha,

Please read and review our response to **RFP #MLO-690 for Recreation Management System**. I would like you to be assured that our response is prepared in good faith and without any type of collusion or fraud.

I believe that Fusion is the solution best able to meet the needs outlined by the James Madison University, University Recreation Department. Fusion meets almost every requirement set out in this RFP, and any need not met will be addressed accordingly. Fusion is updated continuously and all updates are included in our all-inclusive price.

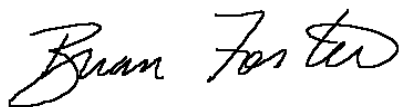
InnoSoft provides a simple and competitive pricing structure, ensuring that there are no hidden fees. We choose not to limit by users or by workstations to ensure that all users can get the most out of product, and clients don't feel restricted in deploying this state-of-the-art software.

Fusion has also been developed specifically for the Campus Recreation market and will continue to lead the pack in regards to technology and functionality. We continue to build Fusion off of direct client feedback and greatly value the concerns and input provided by our customers.

To conclude, InnoSoft is fully committed to the recreation management community. You will not find a superior pricing model in the industry. Our simplified and consistent fee structure eliminates concerns around future price fluctuations, and ensures that campus recreation departments across North American receive the most cost-effective solution on the market.

If you have any questions or concerns, please do not hesitate to contact us at 888.510.3827.

Sincerely,

A handwritten signature in black ink that reads "Brian Foster". The signature is written in a cursive, flowing style.

Brian Foster, CEO

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Introduction



InnoSoft Canada Inc is a global software company providing product development services and product based solutions in carefully chosen industries. Our approach is to deliver total solutions to customers leveraging our deep industry, technology and product expertise, along with our strategic global partnerships and alliances.

InnoSoft provides innovative member management technologies that help enable organizations to achieve their acquisition, retention and optimization goals through technology efficiencies. The founders of InnoSoft Canada have over 30 years of combined industry experience in member management systems – including successfully growing a variety of software companies from start-up to acquisition. With this experience, InnoSoft Canada is well positioned for growth and success.

InnoSoft Canada was incorporated on **Oct 6th, 2006** in the Province of Ontario, Canada. It acquired the assets of InnoSoft LLC – a Delaware based corporation. InnoSoft LLC was originally contracted by GoodLife Fitness to develop their in-house club management system. During the period of 2005 to 2007 over \$1,000,000.00 was spent on development of the core product which now forms the basis of Fusion. This was a client funded development project where InnoSoft Canada retained all rights and interest in the developed product.

Ohio University and Dalhousie University partnered with InnoSoft Canada to continue development of Fusion during the remaining part of 2007 and 2008. Ohio University and Dalhousie partly funded the development of the campus recreation-specific solution. Fusion was launched in Oct of 2008 at Ohio University and then soon after at Dalhousie.

Since that time over 65 schools have become clients of InnoSoft. No other vendor in the market has experienced such market advancement. With such rapid growth, InnoSoft is swiftly becoming the number one choice for university and college Campus Recreation departments across the country.

To conclude, we feel that our product Fusion provides the most superior blend of usability, functionality and advanced technology within the industry. Our company is fully dedicated to the Campus Recreation industry and we appreciate your consideration.

Main RFP Contact:

Harrison Kelly
Sales Executive

294 Wolfe Street
London, Ontario, Canada
N6B 2C5
Ph: 888.510.3827 ext 704
Fax: 888.510.3827
Email: Harrison.kelly@innosoft.ca

Principal Officer:

Brian Foster
Chief Executive Officer

294 Wolfe Street,
London, Ontario, Canada
N6B 2C5
Ph: 519.902.2124
Fax: 888.510.3827
Email: Brian.foster@innosoft.ca

Vendor Experience, Qualifications and Expertise

InnoSoft has supplied recreation management software solutions to the University and College Recreation market since 2008. However, the founders have InnoSoft have over 25 years of combined experience in the industry, having supplied software systems in the market since the early 1990s.

Furthermore, InnoSoft is entirely dedicated to the Campus Recreation community. All but one of our 65 clients are University/College Recreation Departments. Because of this, we are able to dedicate all of our research and development initiatives towards the unique needs of this community. Additionally, all modules and features found within Fusion are designed solely for use within a Campus Recreation setting, meaning that the entire system can be utilized to create more efficient operations. We continue to build Fusion off of client feedback and provide updates/releases on a far greater scale than the competition.

The following provides additional information regarding our organization's abilities and experience:

Corporate Structure

Corporation:

InnoSoft Canada Inc is a wholly owned private company. InnoSoft Canada was established in June of 2005.

Management and Staff:

InnoSoft Canada has a diverse management team. Each individual has specific skills and expertise in their respective roles.

Brian Foster

Chief Executive Officer

Brian Foster has a diversified background in information technology and sales. Mr. Foster was most recently the CEO of BNW Software Inc; a London-based technology company that specializes in recreational management software. Brian successfully guided BNW's significant growth culminating in the acquisition of BNW Software by a US publicly traded company in 2004. He has worked for more than 15 years in information technology, including The University of Western Ontario, in various management roles. Brian will apply his technology experience and strengthen channel and technology partnerships while leading the InnoSoft team as CEO.

Jeff Berg

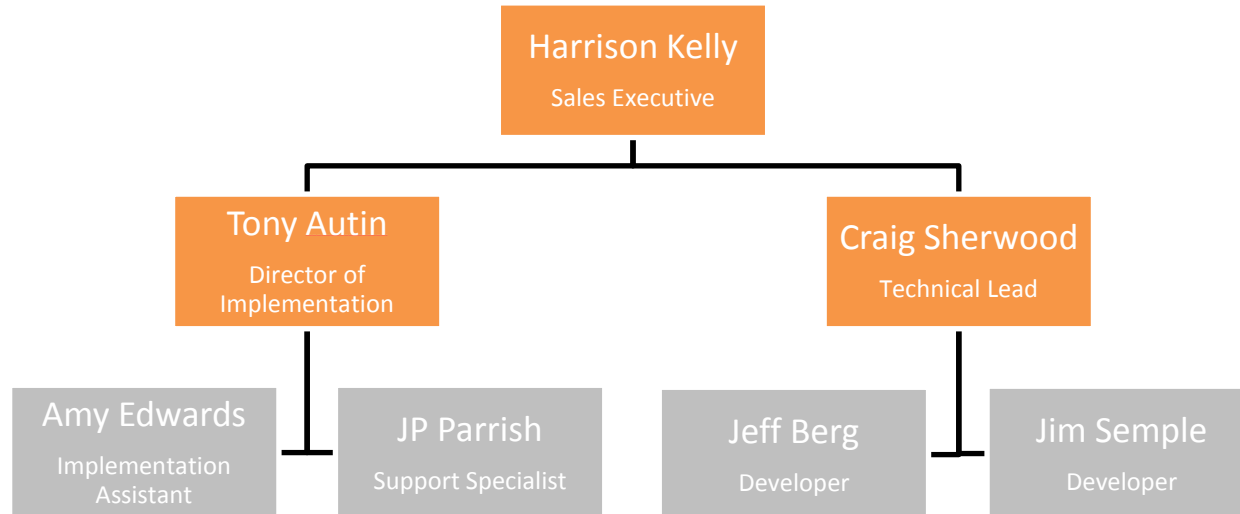
VP – Product Management

Jeff Berg is an entrepreneur and technology consultant. Jeff's specialties include system design, user interface design and the management and troubleshooting of Microsoft based systems. Jeff has in depth experience with internationally deployed client-server applications and e-commerce web applications. Prior to co-founding InnoSoft, Jeff was co-founder and Chief Technology Officer of BNW Software Inc., a privately held software vendor specializing in recreation management systems, which was acquired by Kintera, Inc. (Nasdaq:KNTA) in 2004. Jeff works with companies to help them design, develop and maintain easy to use information systems.

Project Team

All staff assigned to this project have years of experience within the Campus Recreation industry. The team proposed for this project has completed over 15 implementations of a similar breadth/scope.

The team structure is outlined below:



Key Personnel

Harrison Kelly

Lead sales and contract negotiations as well as assist with implementation.

Tony Autin

Lead software implementation planning and training.

Craig Sherwood

Provide technical support lead.

Supporting Personnel:

Amy Edwards

Assist with implementation planning, provide client relations role.

JP Parrish

Assist with tier 1 and 2 technical support after go-live.

Jeff Berg

Lead developer for optional portal implementation.

Brandon Swire

Assist with project development tasks.

Project Lead

Harrison Kelly
Sales Executive

Harrison Kelly has worked with InnoSoft since February 2011. Previously, Harrison worked in the Campus Recreation Department as a Membership Services Supervisor at Western University in London, Ontario. Harrison experienced the implementation of the system first-hand, as the department switched from older software to Fusion. Harrison has an extensive functional knowledge of the system and is familiar with both the back-end and front-end operation of Fusion. He has performed over 100 online and in-person demonstrations of the system, and has assisted with numerous implementations. Harrison's extensive experience with the software is a key strength, as he is able to provide valuable insight into the strength and versatility of Fusion to current and potential clients. He also has experienced firsthand, the work that is required on the client side to enjoy a successful implementation.

PROFESSIONAL EXPERIENCE

Sales Executive
InnoSoft Canada Inc.

2011 - Present

Lead Sales Role

- Organize and perform product demonstrations (both online and onsite) for prospective clients
- Perform vendor exhibitions at various tradeshow and functions
- Prepare bid responses and perform required contract negotiations

Implementation Project Management

- Assist with aspects of client software installation projects after the purchase of the system
- Assist with tier 1 support after initial installation

Membership Services Supervisor
Western University Campus Recreation

2008 - 2011

Operations and Customer Service

- Supervised up to 5 student staff members at any time
- Assisted staff with daily operations, including the selling of various products/services and assisting with inquiries from members
- Responsible for the opening and closing of the facility, as well as the counting and balancing of money tills each night
- Awarded the first ever "Bob Zeisner Leadership Award of Excellence" for his contributions to Western's Campus Recreation program

Implementation/Project Management Lead

Tony Autin

Senior Implementation Specialist

Tony Autin has worked with InnoSoft since July 2010. Previously Tony worked with Louisiana State University: University Recreation and Dillard Inc. (DDS). Tony has worked in the software development industry, facility/event management and on-campus Information Technology – specifically within the recreation field, since 2009. Tony has also provided onsite implementation and training for numerous campus recreation departments at various universities and colleges across North America. Tony's knowledge of intra-campus infrastructure and campus recreation is a key strength when providing onsite implementation and training. This onsite experience provides significant insight for the development team while modifying, enhancing and extending Fusion's functional areas.

PROFESSIONAL EXPERIENCE

Senior Implementation Specialist

InnoSoft Canada Inc.

Sales Support

- Handle clients' needs via e-mail, telephone and Net Meetings; to ensure efficient resolutions of ongoing support issues
- Organize and perform product demonstrations for prospective clients on behalf of the sales team
- Respond to any technical related questions as a result of prospective client demos
-

Project Management

- Manage all aspects of client software installation projects
- Liaison for all aspects of client custom software development

Asst. Director – Technology

Louisiana State University: University Recreation – Baton Rouge, LA

Application Support

- Provided Hardware/Software support for a recreation management system
- Provided guidance for business decisions based on application functionality
- Performed application auditing with reporting with Senior level staff
-

Technology Training

- Trained/Informed staff on new university policies/application functionality/OS use
- Started the transparent documenting program for solutions to known issues/How-To's

Programmer/Analyst

Dillards Inc. – Little Rock, AR

Software Development

- Developed new software that would record transactions for the Purchase Journal System (PJV)
- Developed new software that would help to manage inventory across all stores (DIN)
- Maintained a tracking system for Vendors and their transaction as integrated with PJV and DIN (VIN)

Technical Lead

Craig Sherwood

Senior Software Developer

Craig Sherwood has worked with InnoSoft since August 2006. Previously Craig worked with Kintera Inc and BNW Software Inc. Craig has worked in the software development industry – and specifically campus recreation software – since 1999. Craig has also provided onsite implementation and training for more than 40 campus recreation departments at various Universities and Colleges across North America. Craig's knowledge of software development is a key strength when providing onsite implementation and training. This onsite experience provides significant insight for the development team while modifying, enhancing and extending Fusion's functional areas.

PROFESSIONAL EXPERIENCE

Lead Programmer/Analyst

InnoSoft Canada Inc.

2006 - Present

Technical Support

- Handle clients' needs via e-mail, telephone and Net Meetings; to ensure efficient resolutions of ongoing support issues
- Provide tier 2 and 3 technical to support to clients for any issues discovered during implementation, go-live or beyond
- Respond to any technical related questions as a result of implementation meetings

Project Management

- Manage all aspects of client software installation projects
- Manage all aspects of client custom software development

Programmer/Analyst

Kintera Inc. - San Diego, California

2004 - 2006

Sales Support

- Organize and perform product demonstrations for prospective clients on behalf of the sales team
- Respond to any technical related questions as a result of prospective client demos

Project Management

- Manage all aspects of client software installation projects
- Manage all aspects of client custom software development

Programmer/Analyst

BNW Software Inc. – Waterloo, Ontario

1999 - 2004

Software Developer

- Maintenance and debugged existing code
- Developed and customized existing program, which included building and planning of new components, testing and quality assurance
- Consulted with new clients to define their software needs and expectations

Vendor Experience

Fusion has been developed specifically for the university and college campus recreation market. Over 95% of InnoSoft's clients include higher education institutions. Fusion is designed to offer an all-in-one solution to campus recreation departments to run daily business operations within their center(s). It continues to evolve based on client feedback, utilizing the latest technology on the market (i.e. touchscreen interfaces, biometrics, web portal services).

InnoSoft is a profitable company with positive cash flows. As it is a privately-held company, we do not provide annual reports and financial statements. The following information is provided to outline InnoSoft's financial stability:

InnoSoft Canada was incorporated on October 6, 2006 in the Province of Ontario, Canada. It acquired the assets of InnoSoft LLC – a Delaware based corporation. InnoSoft LLC was originally contracted by GoodLife Fitness to develop their in-house club management system. During the period of 2005 to 2007 over \$1,000,000 was spent on development of the core product which now forms the basis of Fusion. This was a client funded development project where InnoSoft Canada retained all rights and interest in the developed product.

Ohio University and Dalhousie University partnered with InnoSoft Canada to continue development of Fusion during the remaining part of 2007 and 2008. Ohio University and Dalhousie partly funded the development of campus recreation specific solution.

Fusion was launched officially in October of 2008 at Ohio University.

Since that time over 70 schools have become clients of InnoSoft, with another 15 implementations scheduled to be completed by the end of 2013. Since its launch, Fusion has been selected by more Campus Recreation departments than any of our competitors' solutions combined.

InnoSoft also have a variety of other revenue streams via website development and hosting, a brokerage product funded and developed by one of the largest mortgage brokers in Canada. These all provide stable recurring revenue.

InnoSoft Canada is debt free, with limited outside investment as the majority of the funding has been provided by client development work. Our founders also provide any required funding through their previous business successes.

Risk Exposure

InnoSoft Canada limits financial risk to our clients via our licensing and product model.

- Maximum client expenditure is one year's license fee
 - In this case \$24,000.00-\$30,000.00 depending on term selected
- Invoiced once product implemented on client servers
 - Training included
- Licensing agreements are based on a recurring revenue model

Implementations at Institutions with 30000+ Enrollment Levels

InnoSoft has completed, or is in the process of completing implementation of the Fusion software at some of the following well-known institutions:

- The University of Alabama (~31000 students)
- The University of Florida (~50000 students)
- The University of Wisconsin-Madison (~42000 students)
- The University of Michigan (~43000 students)
- The University of Washington (~42000 students)
- California State University – Northridge (~37000 students)
- California State University – Fullerton (~36000 students)
- The University of California – Los Angeles (~39000 students)
- The Florida State University (~41000 students)
- Western University (~34000 students)
- Texas Tech University (~32000 students)
- Colorado State University (~31000 students)
- Arizona State University (~72000 students)

All schools have properly vetted and feel confident InnoSoft will continue to provide an outstanding product, support and future growth.

Product and Service Highlights

Unique User Interface

Fusion is considered to be the most straight-forward and easiest to use system on the market. The simplicity of the system reduces user error and training requirements. Many of our clients have found that part-time front end users can be trained to use the system in a matter of 15 minutes.

Designed and Developed for University/College Recreation Centers

No other system on the market has been designed specifically for the university and college market. All research and development is directed at needs specific to the university/college sector. 95 percent of our clients are university and college recreation departments.

Unique Online Member Portal

Fusion's member portal can be launched in conjunction with the application to provide services to your member base online, such as membership sales/renewals, program registration and facility reservation requests. Each web portal is extremely easy to navigate and has a unique design based upon each client's desired look and feel. Lastly, each client is free to use the payment gateway system of its choice, as we will integrate with any system on the market.

Integration with IMLeagues

InnoSoft is the only vendor in the industry that provides a direct integration with the popular intramural solution "IMLeagues." Our integration with IMLeagues includes single sign-on capability (allows a patron to sign into Fusion's web portal and IMLeagues at the same time), an accessible link to IMLeagues from the Fusion web portal, picture integration (Fusion can send IMLeagues patron pictures) and eligibility integration (Fusion can send IMLeagues patron eligibility information to ensure that each patron is eligible for intramural participation).

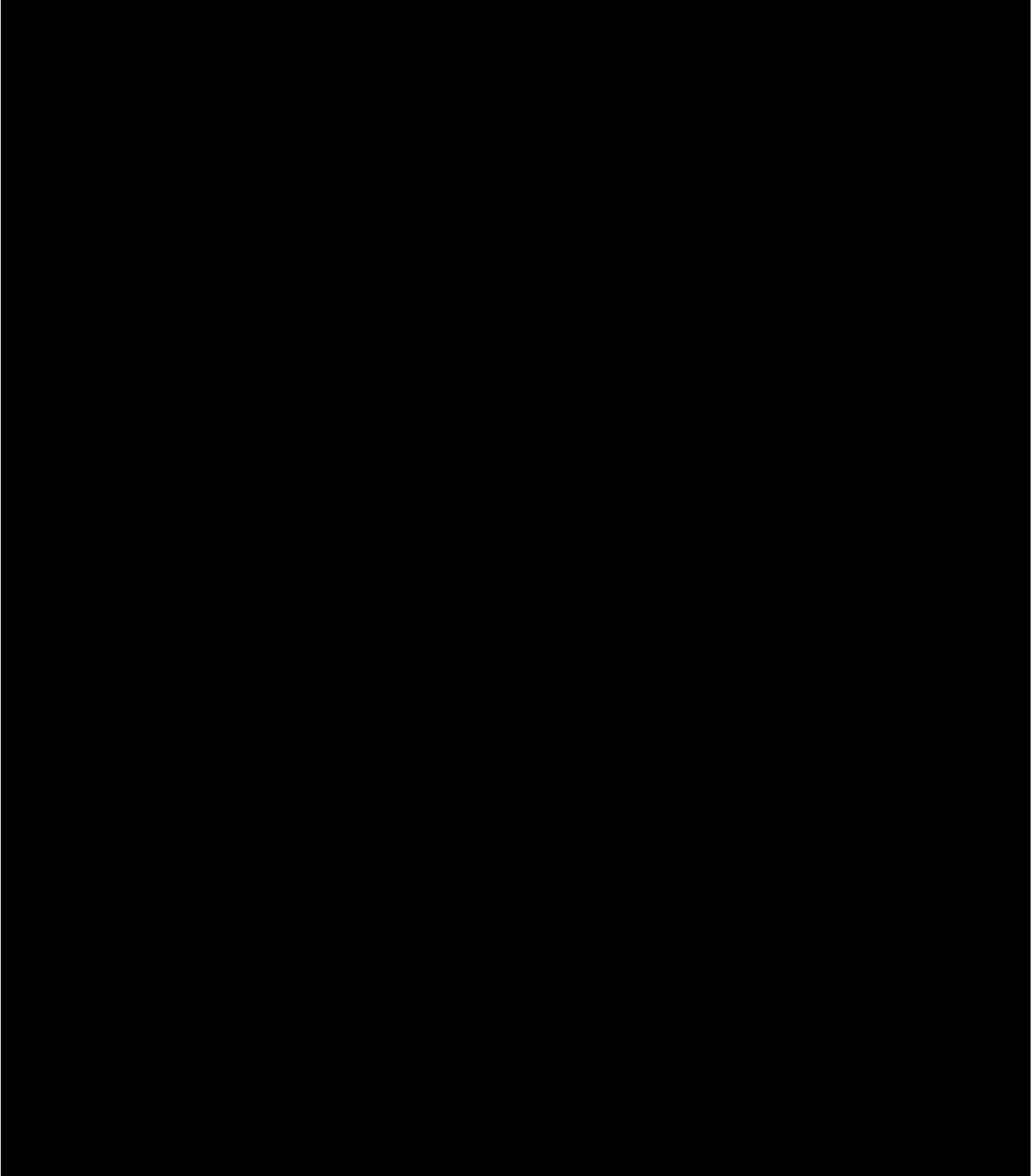
Simplified Pricing Structure

All of our clients pay a simple all-in-one software licensing fee which protects them from unpredictable costs and price fluctuations. Our simple pricing scheme includes all Fusion features (include the online portal), unlimited 24/7 toll free and online support, unlimited users and workstations and unlimited upgrades.

Tablet Compatibility

Fusion's unique user interface has been designed specifically with touchscreen technology in mind, which pairs well with new mobile productivity tablets. Many of our clients are now using Fusion on sleek Surface Pro tablets to check in patrons at remote access areas such as fitness studios and outdoor fields.

Fusion Clients and References



Statement of Needs

A. Application Functionality:

1. Describe the features, functionality, administration, and ease of use of proposed Recreation Management System.

Fusion has been developed specifically for the university and college university recreation market. Over 95% of InnoSoft clients include higher education institutions. Fusion is designed to offer an all-in-one solution to campus recreation departments to run daily business operations within their center(s), and continues to evolve based on client feedback, utilizing the latest technology on the market (i.e. touchscreen interfaces, biometrics, and web portal services).

The following summary outlines the basic functionality that Fusion can provide:

Point of Sale

- Touch screen interface
- Customizable sales profiles
- Fast and simple transactions

Sales and Retail

- Products and services
- Facility rentals
- Equipment rentals
- Inventory management
- Custom prompts

Members

- Memberships
- Renewals

Services

- Locker service
- Lock/locker management
- Towel service

Equipment

- Equipment check in/check out
- Serialized inventory
- Single/multiple day sign-out

Reporting

- Exhaustive list of standard reports
- Data segmentation

Accounting

- General ledger
- Accounts receivable

Administration

- User management
- Role based security
- Scheduled and automatic imports of member information
- Email communication tasks

Controlled Access

- ID card printing
- Biometric handscanners
- Pass-back detection
- Turnstiles & doors

Registrations

- Courses/Programs
- Leagues

Facility Scheduling

- Easy to use Outlook style
- Facility reservations
- Course scheduling
- Conflict detection

Online Capabilities

- Course/program registration and payment
- Day pass sales
- Facility reservations requests

2. Describe in detail member management capabilities to include membership and sub-membership, user defined fields, membership expiration notifications, etc.

InnoSoft has created a flexible import routine to pull all necessary information from export files provided by 3rd party external ERP systems (i.e. PeopleSoft, Banner, CBORD, Blackboard etc.). Imported student information can include, but is not limited to: student number, email address, phone number, mailing address and picture. A user can also assign memberships and membership-type eligibilities to entire import files. Lastly, Fusion supports the importing of data from external information systems into user-defined custom fields within Fusion member records, allowing the Institute to import any demographic data desired (must be text field and non-encrypted).

Additionally, a user can configure an unlimited number of membership types that can be sold through the point of sale module or applied during the import process. Each membership type can have an unlimited number of duration options.

Furthermore, a user can set an unlimited number of custom fields to be collected and stored directly on a patron's record. There is no maximum number of user defined fields that can be created. Fusion can also support the importing of data from an external system into user-defined fields, allowing a user to import any data that he/she pleases for any external system.

Lastly, a user can configure an automated communication task to query patrons based upon specific membership parameters (i.e. expiring memberships). The user can then select an existing email template or can create a new one. This email can then be sent to all queried patrons on a scheduled and automated basis.

3. Describe in detail online service capabilities to include:

a. Program registration, facility reservation requests, facility schedule, and purchase of guest passes.

Every client's member portal is completely customized to match the look and feel of each client's recreation website. The member portal can offer various online services to all patrons. Online registration opportunities can be enabled on the member portal to allow for patrons to register in any course/program. Any program created internally within the Fusion application can be made available for registration online as well. The feed between the application and web portion is live. Fusion provides an extensive list of online-specific registration settings to customize a patron's experience.

Furthermore, Fusion provides online facility functionality which provides patrons with the ability to view facility schedules and/or submit reservation requests for facility time slots. A user can enable any facility space's calendar to be viewable online. A user can also designate any appointment description listed in the calendar to be either public or private. A patron can then submit a request for any available facility space. The request is immediately populated within Fusion's facility reservation request interface which then allows the appropriate user to accept or deny the request.

Lastly, Fusion's online member portal can accommodate the sale of an unlimited number of different guest pass types. A patron can select a particular guest pass type and can add it to his/her shopping cart. Payment for the guest pass would then be processed through the payment gateway system of choice.

b. Member account look-up, inquiry, and payment capabilities.

Fusion is fully compatible with a number of different authentication/single-sign-on services to manage patron account lookup, including LDAP, Shibboleth and CAS. Fusion can also manage the creation and maintenance of internal web accounts for non-campus community patrons.

Furthermore, the member portal includes a “Contact” page that would allow JMU to post contact information and a form submission tool to submit requests/questions. The information and pictures displayed on this page can be customized by JMU.

Lastly, a patron can make payments for any of the products/services eligible for sale through the member portal (i.e. guest passes, programs, memberships etc.). All payments will be completed through a 3rd party payment gateway system selected by the JMU (i.e. Touchnet). Fusion would handle the patron’s experience until the patron proceeds to “checkout,” which would then redirect the patron to the secure third party payment system to complete payment processing.

c. Member renewals, statements, and transaction listing.

Within the Fusion member portal, a patron can view and renew any current membership on his/her account and can select from user-defined duration options for each specific membership type. A user can also define which memberships are eligible for renewal online. Fusion all supports new membership sales through the member portal (based on internal patron membership eligibility flags). Member statements and transaction listings are not currently displayed in a patron’s self-service account view, but this information can be enabled (it is already displayed in the employee’s view of a patron’s account through Fusion).

d. Compatibility with JMU credit card processing policies. See

<http://www.jmu.edu/finprocedures/4000/4125.shtml>.

Fusion is fully compatible with all JMU credit card processing policies.

****No customer payment card or personal information is stored on JMU Server or workstation hard drives.****

Fusion places JMU completely outside the scope of PCI DSS Compliancy, as it does not store or process any credit card information. As mentioned above, for online payment, Fusion relies on third party payment gateway systems to process card data (in which the processing is completed away from a JMU server or hard drive). Fusion handles a patron’s online experience until checkout, where the payment process is then handed over to the payment gateway of choice.

For card-present payments, Fusion relies on PCI Compliant 3rd party credit card processing terminals to process card transactions (which would also process credit cards away from JMU workstation/server infrastructure). Fusion tracks and stores relevant transactional information (i.e. customer information, tender type, authorization number, amount etc.) but at no point does it store or touch credit card information. Therefore, Fusion remains outside the scope of PCI DSS compliance.

4. Describe in detail front desk check-in and check-out capabilities to include:**a. Member and non-member guest check-in and check-out.**

Fusion provides a dedicated facility access interface to monitor all patron facility access events. Fusion is compatible with various access hardware devices (gates, turnstiles, magstripe readers, biometrics etc.) to control access to facilities/spaces. Fusion's access module can detect pass-back violations, forgot card violations, equipment outstanding violations and member suspensions. This interface also presents member profiles, pictures and membership types. It displays a live feed of all facility access events for a user to view.

Fusion can also accommodate an exit reader, but it does not currently provide reporting tools that automatically determine the timeframe between a user's entrance and exit event (although a user could discern this information directly from all facility access reports). Report enhancements can be provided in an upcoming release to provide more intuitive reporting tools to tie check-in events to check-out events. This functionality has been requested by a current client and is planned to be provided in the future.

b. Access restriction to facility based on time of day, day of week, membership type, date of birth, etc.

A user can configure multiple "access profiles" to restrict access based on these factors. These access profiles can be assigned to specific membership and pass types to determine what level of access a patron holding the particular membership type should be granted. A user can also configure organizations to restrict access to groups of related individuals. If a member attempts to gain access outside of his/her designated access profile, a flag will appear on the facility access screen.

c. Data fields, patron images, and global front desk messages displayed at check-in.

A user can associate a unique message sound with any warning detected during facility access. Fusion will prompt users with over 10 different message warnings/sounds depending upon the issue (i.e. pass back violation, equipment outstanding, access profile restricted, note on account etc.). A user can also view a patron's membership type and their member profile from the facility access interface.

Furthermore, each patron's picture is displayed immediately after his/her card is swiped or account is looked up manually. Fusion can map existing campus pictures (i.e. student/staff/faculty pictures) and display pictures captured within the system (i.e. for community/non-affiliate patrons).

Lastly, a user can flag any patron's account to display a global message whenever the patron's card is swiped or his/her account is accessed. Additionally, system-defined messaging will display on the facility access screen whenever a patron accesses the specific access point.

d. Visit list, length of visit, and exception report

A user can access a complete visit list and exception report directly from the facility access screen within the “History” view. This view will present a complete list of all patron access attempts within a user-defined time parameter. A user can also filter this grid to view specific types of exceptions. This information can also be accessed from Fusion’s general facility access reports.

Additionally, each patron’s complete visit list and exception report can be found on each individual member profile. Each patron’s list can also be filtered to display specific exceptions and/or statuses.

In regards to viewing a patron’s length of visit, Fusion will have to be enhanced in order to provide this functionality. Fusion can accommodate both a facility entrance and exit reader, but does not currently contain reporting that ties both access events together into a discernible time period. No other institution currently utilizes Fusion to track both the check in and check out of patrons. This functionality has been requested by another institution who wishes to utilize similar functionality and this is planned to be included in a future release.

5. Describe in detail accounts receivable capabilities to include complete transaction history, sales reporting, audit trail, and current account balances by time period (i.e. 30, 60, 90 day).

Within Fusion’s Accounting tab, a user can view a system-wide Accounts Receivable Aging table. This table provides all current and past due balances sorted by patron/organization. This information can also be viewed directly from each patron/organization’s individual record. The table segments outstanding balances by aging history, which includes labels consisting of current, 1-30, 31-60, 61-90 and over 90 balances. A partial or full payment can be applied to any of these invoices at any point in time.

Deposit, payment, invoice, adjustment and refund information is all tracked within the system and can be viewed directly within Fusion’s standard sales/accounting reports. This information can also be viewed directly on each patron/organization’s record within the “Account” tab.

Lastly, all transactions are tracked via an extensive audit trail and via a Fusion-generated unique order number. Any transaction can be tracked directly to a specific patron, user, tender type, date/time and workstation. This information can be viewed in a number of Fusion sales/accounting reports or directly from the POS interface or member record.

6. Describe in detail point of sale capabilities to include:

a. Sales, refunds, voids, prorates, and discounts.

Fusion is fully compatible with sales, refunds, voids, prorates, discount overrides, adjustments and zero dollar transactions. Any product/service can be sold directly from the Point of Sale module. Refunds and voids can be applied to any completed transaction. Proration can be applied to any term-based service sale/refund. Discount overrides, adjustments and zero dollar pricing can be applied “on the fly” to any item within the patron’s cart. Fusion’s reporting resources can then be utilized to view and track all information pertaining to these capabilities.

b. Sales and payment screens, and item lookup.

Fusion's point of sale interface is optimized for use on a touch screen monitor. Each workstation's point of sale interface can be customized to display the location's most popular sales items (including large picture icons of each item). Additionally, any product can be searched using the product search field located at the top of the interface.

Additionally, Fusion's payment interface can be customized to display appropriate tender types (i.e. cash, check, debit, visa etc.) for sales and/or refunds. A user can add new tender types to the system or can adjust or delete existing tender types (i.e. cash, check, debit, visa etc.) at any time. A user can also differentiate the appropriate tender options for a sales transaction from those available for a refund process.

c. Customizable receipts.

Receipts are fully customizable, allowing a user to include graphics and/or text specific to the Institute. Additionally, each product/service can be configured to display language specific to the product/service on the final sales receipt when sold.

7. Describe in detail point of sale items capabilities to include sales and payment screens, scanning, item picture description, and pricing based on membership types.

Fusion's POS interface is optimized for touchscreen technology and allows for a user to customize its look and feel. An unlimited number of "hotkey profiles" can be enabled at specific workstations. Each profile consists of picture icons of products that are sold most often at each specific workstation. A user can select a desired picture for each product and can customize the look and layout of each profile. A user can also select which profiles should appear at each specific workstation (allowing a user to quickly browse through multiple profiles).

Furthermore, any product can be configured with a specific identifier code. The product can then be scanned with a compatible scanner at Point of Sale which will immediately display the appropriate item onscreen.

Lastly, Pricing for ANY product/service can be tiered within Fusion based on a patron's age and/or membership type. A user can define specific "price categories" that each can encompass one or multiple membership types and/or age restrictions. Then, when configuring a product, the user can set up a price for the product based on a specific price category. This allows a user to configure an unlimited number of different price layers (i.e. member pricing, non-member pricing, student pricing etc.).

8. Describe in detail inventory management capabilities to include:

a. Integration of point of sale (POS) system, utilize SKU bar codes, and ability to set re-order levels.

Fusion's Point of Sale system is directly linked with backend product inventory management. A product's inventory level will be decremented as soon as an item is sold. Additionally, a front end user is automatically notified if he/she is attempting to sell an item that is currently out of stock. A user can set re-order levels for any product type and can monitor inventory levels through inventory reporting tools. Furthermore, a user can associate an SKU bar code with any product type to identify it. A user can then scan the associated bar code to immediately display the item within the POS interface. Lastly, a user can set re-order levels for any product type and can monitor inventory levels through inventory reporting tools.

b. Restrictions on number of inventory categories and items.

No restrictions exist on the number of inventory categories and items that can be added to Fusion. A user can add an unlimited number of product and equipment categories, subcategories and individual items.

c. Utilize SKU bar codes, hide inventory items, and reserve equipment.

A user can associate an SKU bar code with any product type to identify it. A user can then scan the associated bar code to present the item within the POS interface. Additionally, a user can toggle any inventory items out of availability to make them unavailable from the POS or equipment checkout interface. A user can also configure custom statuses and can flag items as reserved on the backend of Fusion. InnoSoft also plans to include dedicated equipment reservation functionality in the next major release that will allow users to reserve equipment for a patron directly from the equipment checkout interface.

d. Receive and adjust inventories, generate inventory numbers, and automated adjustment count sheet.

Fusion provides a full inventory list that displays all product items configured. It then displays the quantity on hand, status, availability, reorder level, reorder quantity and reorder status for each individual equipment/product item/type (depending on the inventory control method selected by the user for each product/equipment type). A user can then segment this information using the grid controls to view a custom list of desired equipment/product items. The user can also make adjustments to inventory levels and/or availability.

9. Describe in detail facility management capabilities to include:**a. Restrictions on number of facilities and spaces.**

No restrictions exist on the number of facilities and spaces that can be added to Fusion. A user can configure an unlimited number of facilities/spaces and sub-facilities/sub-spaces. Fusion utilizes a “parent-child” facility tree structure.

b. Setup and tear down times for reservation.

Setup and tear down times can be configured around any appointment. Setup or tear down instructions can be entered within an appointment’s description field to display to facility staff within the Fusion calendar and on an agenda printout of a facility’s daily/weekly schedule.

c. System notification and prevention of double bookings or multiple requests.

Fusion will automatically notify a user if he/she attempts to book within a timeslot that already contains an existing appointment. If the user possesses the appropriate system credentials, he/she may be able to override the conflict notification and complete the booking. Otherwise, the user may be restricted from completing the booking until he/she selects a timeslot that does not contain any existing appointments.

d. Reservation tracking with user defined fields.

A user can create a custom list of different activity types (i.e. basketball, camps, non-affiliate, varsity etc.) that can be assigned to any reservation made within the system. Fusion provides a search wizard that allows a user to view/organize reservations based upon filtering of these different activity types.

Additionally, a user can create an unlimited number of different organization records within Fusion. A user can then assign any reservation to a particular organization, allowing particular bookings/rentals to be tracked directly to each user-defined organization record.

10. Describe in detail locker management capabilities to include:

a. Restrictions on number of lockers by sections/subdivisions and category (i.e. student, faculty/staff, alumni, guest).

No restrictions exist on the number of lockers and locker sections that can be added to Fusion. A user can configure an unlimited number of locker facilities and subsections (i.e. locker rooms, sections, rows etc.) to organize lockers by location. A user can also configure an unlimited number of different locker service types to differentiate lockers that are available to specific patron groups (i.e. student lockers vs. faculty/staff lockers). Lastly, a user can create a tiered pricing structure for any locker service type in order to apply different pricing to the same service for different types of patron (i.e. student pricing for locker service vs. alumni pricing for the same service).

b. Lock, combination, and serial number management.

Lock serial numbers and combinations can be imported directly into Fusion. These serial numbers and combinations can then be directly assigned to specific lockers. A user can then edit any locker to change its combination and serial number (i.e. during cleanout period). Fusion can accommodate standalone locks (i.e. padlocks) and/or integrated locks (locks built into lockers with preset combination sequences).

c. System notification process and rental period (i.e. day, month, semester, or term, and year).

A user can utilize Fusion's automated communication tool to create automatic email notifications to patrons regarding their locker services. This tool would allow a user to create a recurring reminder that would notify patrons to renew their locker service or cleanout their belongings if their locker service end date was close to expiration.

Additionally, a user can create an unlimited number of different duration options for each locker service type. These can include multiple day, week, month, semester/term or year options that can be selected for a patron.

11. Describe in detail program registration capabilities to include:

a. Restrictions on number of registrations, sessions, categories, courses, and programs.

An unlimited number of sessions, categories, sub-categories, courses, course offerings and course offering registration spaces can be configured within Fusion. Once created, program offerings can be rolled over (duplicated) each semester to reduce configuration time.

b. Registration start and end date, class list, attendance sheets, and program restriction set-up (i.e. minimum and maximum sizes, gender, age, etc. requirements).

Registration start and end dates can be configured for each individual program session. The session's online registration period can be differentiated from the session's in-person registration period.

Additionally, a class list can be generated for any session within Fusion's registration module. This list includes all pertinent registrant information (i.e. full name, age, gender, allergies, medical concerns etc.). Attendance sheets can also be generated from the registration interface. Either of these documents can be exported out of the system or can be emailed to an employee in a variety of file formats.

Lastly, a number of program restrictions can be configured for each type of course. Minimum and maximum class sizes can be configured for any program offering. Age restrictions can also be configured on a program to require an eligible participant to have a date of birth within a specific range. An unlimited number of different types of custom prompts can be configured to collect any information during the registration process, including allergies, medical concerns, emergency contact data, t-shirt size etc. These prompts can be filled out by an employee (during an in-person registration) or by a patron (during a self-service online registration).

c. Fees based on early-bird, member, non-member, or membership type.

Fusion supports tiered pricing options for any program based upon a patron's age and/or membership type. A program's price can also be configured to be date/time sensitive. Pricing for a specific program will automatically adjust to the best available price for a patron within Fusion's point of sale interface and the online member portal (dependent upon the patron's age and membership and/or the date of purchase).

d. System confirmation notification to registrants.

Upon the completion of a registration process, Fusion will automatically generate a program confirmation document for the registrant. If the process is completed in person through the point-of-sale interface, the user has the option to print or email this document to the registrant. If the registration process is completed by the patron through the online member portal, the confirmation document is automatically emailed to the patron (as a PDF). This confirmation can be customized for each program type to provide any information (i.e. date, time, location, instructor, what to bring etc.) that the user feels that a registrant should be notified of.

e. Transfer of participants between programs and wait list for classes.

A participant can be transferred between programs through an intuitive refund process. This will allow a user to accommodate for any fee changes (i.e. program price increase/decrease) between programs if necessary. Otherwise, the patron can be transferred without the handling of any payment.

Additionally, each course can be configured to allow patrons to be added to the waitlist. A user can view a program's entire roster from the registration interface and can also view all patrons currently on a program's waitlist.

f. Deposit, partial payment, refund, forfeiture and late fee process.

An unlimited number of different deposit types can be configured for any program type. Additionally, if a patron has credit limits and terms set on his/her account, he/she can be charged a partial course fee directly to his/her patron record. He/she can then apply partial or full payments at a later date. Refunds can also be applied to a patron for any program. A user can specify all appropriate refund tender types. A refund can be applied directly to a patron's account credit for future purchases or can be applied back with other tender types. A user can also apply any administrative fees to the refund.

12. Describe in detail equipment check-in/check-out capabilities to include:

a. Restrictions on number of equipment types and items.

No restrictions exist on the number of equipment types and individual inventory items that can be added to Fusion. A user can configure an unlimited number of different equipment types and can add the appropriate inventory items to the appropriate facility locations (a user can configure equipment to only be available at a specific facility area/location). A user can also add multiple inventory items at once and can generate user-defined inventory labeling/numbering for each item.

b. Rental packages, late, damage, and replacement fees.

Any equipment item can be configured to be displayed as a package of items (i.e. "set of jerseys"). However, Fusion does not currently provide functionality that allows for a user to combine multiple items into a package set. However, this functionality is planned to be added in an upcoming release.

An unlimited number of different late, damage and replacement fee types can be configured and made available within the POS interface. Within the equipment checkout interface, a user can navigate directly to POS (from a POS icon) with a patron's profile selected in order to charge him/her the appropriate late, replacement or damage fees. If a patron's credit limit has been set, a user can also assign appropriate fees to a patron's profile without the patron being physically present.

c. Track equipment rental and usage, and unreturned equipment.

Fusion's equipment module allows for both the checkout and rental of equipment pieces. Fusion's equipment checkout module is optimized for touch screen technology, allowing a user to quickly assign equipment items to any patron. A user can specify the number of days that a specific piece of equipment can be checked out for and can also assign any associated rental fees. Items can be checked back into inventory from a patron's record via one click/touch.

Furthermore, each equipment checkout/rental item is attached directly to a patron's record to track its usage and whereabouts. Current checked out equipment can be viewed directly from each patron's record. Additionally, a user can view a complete equipment outstanding list directly from the equipment checkout module to view a complete report of all items currently outstanding. Fusion's automated communication tool can also be utilized to automatically notify patrons to return equipment on a nightly basis.

d. Configurable check-in/check-out screen.

An unlimited number of custom equipment categories and subcategories can be created to custom configure the look and layout of the checkout screen. Additionally, user-defined equipment labels and pictures can be added to equipment items to customize their appearance within the equipment checkout module.

13. Describe in detail available hardware and associated costs.

Touch Screen Monitors

Purpose: Utilize a touchscreen monitor to take advantage of Fusion's touchscreen-friendly interface. A touchscreen monitor can significantly speed up transactions at each workstation.



Make/Model: Elo Touchsystems 2201L (E107766 [Intellitouch Plus](#))

Application: POS / Equipment Checkout / Facility Access

Additional Details: [elotouch.com](#)

Note: Use this model for all standard applications. Model consists of a 22 inch widescreen LED monitor. Compatible with integrated MSR

***Recommended**

Make/Model: Elo Touchsystems 2201L (E382790 [iTouch](#))

Application: POS / Equipment Checkout / Facility Access

Additional Details: [elotouch.com](#)

Note: Sharper looking and more advanced touch technology than the above Intellitouch model but slightly more expensive. Compatible with integrated MSR

Unit Price: \$469.95 - \$499.00

Hand Held Scanners

Purpose: Utilize a handheld scanner to scan the following items: guest passes, receipts, products, equipment. The ability to scan an item eliminates the need to search for it manually within the system, reducing transaction times. The scanner can also be used to control facility access if using barcoded ID cards.



Make/Model: Honeywell Hyperion 1300g (1300G-2USB)

Application: POS / Equipment Checkout / Facility Access

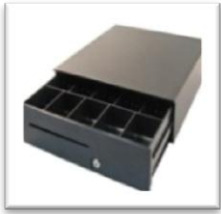
Additional Details: [honeywellaidc.com](#)

Note: Includes USB cable and stand

Unit Price: \$129.00

Cash Drawers

Purpose: Utilize a cash drawer to securely store cash and receipts. The cash drawer is integrated with the Epson receipt printer to automatically open at the completion of each sale.



Make/Model: APG Cash Drawer Series 100 (T320-BL1616)

Application: POS / Equipment Checkout

Additional Details: cashdrawer.com

Note: Includes required Epson cable

Unit Price: \$140.00

Receipt Printers

Purpose: Print all relevant transaction/sales information using a receipt printer. Receipt text/graphics are fully customizable.



Make/Model: Epson TM-T88V (C31CA85084)

Application: POS / Equipment Checkout

Additional Details: pos.epson.com

Note: Includes required USB cable and 50 additional rolls of receipt paper

Unit Price: \$363.00

Barcode Printers

Purpose: Utilize a barcode printer to print barcodes for products and/or equipment to effectively track inventory. Paired with a handheld scanner, these two devices can significantly reduce time spent manually searching for products or equipment within Fusion.



Make/Model: Zebra Technologies TLP2844 (2844-10300-0001)

Application: POS / Equipment Checkout

Additional Details: zebra.com

Note: Includes required USB cable

Unit Price: \$398.00

Card Printer/Encoders

Purpose: Create custom ID card templates within Fusion and print out cards for non-campus affiliated members. Encode the cards with a preferred format or purchase pre-encoded ID cards.

Make: Fargo DTC 1000 (047000)

Application: POS

Additional Details: hidglobal.com

Note: *Purchase this printer if you are using pre-encoded magstripe cards and only wish to print to a single side*

Unit Price: \$1310.00



Make: Fargo DTC 1000 (047010)

Application: POS

Additional Details: hidglobal.com

Note: *Purchase this printer if you wish to encode your magstripe cards and only wish to print to a single side*

Unit Price: \$1647.00

Make: Fargo DTC 1000 (047110)

Application: POS

Additional Details: hidglobal.com

Note: *Purchase this printer if you wish to encode your magstripe cards and print on both sides*

Unit Price: \$2212.00

Magnetic Stripe Readers

Purpose: Utilize magnetic stripe readers to control facility access points or to swipe member cards at point of sale and equipment checkout workstations. Using these readers eliminates the need to manually look up a patron's member record.



Make: Magtek Mini (21040145)

Application: POS / Equipment Checkout

Additional Details: magtek.com

Note: *Compact model. Recommended for staff use (if not using touch screen monitors)*

Unit Price: \$51.00



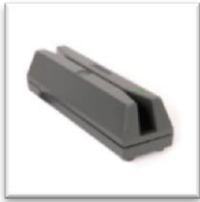
Make: Magtek Dynamag (21073075)

Application: POS / Equipment Checkout / Facility Access

Additional Details: magtek.com

Note: *Most advanced of the MSRs. Recommended for either staff and/or patron use*

Unit Price: \$59.00



Make: Magtek Javelin (21073016)

Application: Facility Access

Additional Details: magtek.com

Note: *Heavy duty model. Recommended for patron swipe use*

Unit Price: \$71.00



Make: Elo Touchsystems MSR (E757859)

Application: POS / Equipment Checkout

Additional Details: elotouch.com

Note: *Integrated device specific to Elo Touch Monitor 2201L (either model). Recommended for staff use only*

Unit Price: \$59.00

Proximity Card Readers

Purpose: A proximity card reader can be used to control access or to select a patron's account by scanning his/her smart card.



Make: RFIdeas pcProx 82 Series (RDR-6082AKU)*

Application: POS / Equipment Checkout / Facility Access

Additional Details: rfideas.com

Note: *The appropriate model number depends on your card technology. Please consult with an InnoSoft representative to determine the appropriate model number.*

*This is a common device used, but it may not be appropriate model for your card technology

Unit Price: \$157.00

Biometric Hand Scanners

Purpose: Utilize a biometric hand scanner to control access to your facilities using hand templates. The scanner can also be used to look up member records. Patron hand templates can be collected using Fusion's unique kiosk enrollment mode.



Make/Model: Schlage HK2 (HK-22-F3)

Application: POS / Equipment Checkout / Facility Access

Additional Details: w3.securitytechnologies.com

Order From: Ingersoll Rand – 877.671.7011

Note: *Ensure that you also purchase required Ethernet module (Fusion is compatible with networked scanners only)*

Unit Price: \$2169.10

Turnstile Control Boards

Purpose: Utilize a control board to enable Fusion to control access through gates and/or turnstiles.



Make/Model: USB ProXR Lite Relay 1 Channel 5 AMP (R15PL_USB)

Application: Facility Access

Additional Details: controlanything.com

Order From: Control Anything

Note: *Use this model to control 1 gate/turnstile with one computer. When ordering, select the power supply option. Enclosure is optional*

Unit Price: \$118.00

Make: USB ProXR Lite Relay 2 Channel 5 AMP (R25PL_USB)

Application: Facility Access

Additional Details: controlanything.com

Order From: Control Anything

Note: *Use this model to control up to 2 gates/turnstiles with one computer. When ordering, select the power supply option. Enclosure is optional*

Unit Price: \$128.00

Make: USB ProXR Lite Relay 4 Channel 5 AMP (R45PL_USB)

Application: Facility Access

Additional Details: controlanything.com

Order From: Control Anything

Note: *Use this model to control up to 4 gates/turnstiles with one computer. When ordering, select the power supply option. Enclosure is optional*

Unit Price: \$158.00

B. Application Technology:

1. Describe how the modules function as an integrated whole and detail any limitations in their ability to function independently from other modules.

Fusion is an all-inclusive recreation management system that is completely integrated. For example, a registration completed through Fusion's online member portal will immediately impact Fusion's point of sale interface, accounting interface and registration interface. All system interfaces/functionality are completely integrated with one another and cannot be separated to function independently from other areas because of this interconnectivity.

All system functionality is provided to every single Fusion client (including the web component), and each client can choose the system components it would like to utilize/deploy. As the system has been designed specifically for university and college recreation centers, almost all of the provided functionality can be utilized by the majority of clients as each offers a similar breadth of services (i.e. locker sales, memberships, facility reservations, program registration etc.). Every client is provided with all system enhancements and upgrades at no additional cost.

2. Describe the application security features for data, for each module, and for the system. Describe all row-level security options as well as any field-level encryption available.

The following refers to the FUSION APPLICATION (installed on client workstations) which is a Smart Client:

Database Encryption: The Fusion Database can be encrypted if using Microsoft SQL Server 2008 R2 Enterprise Edition with Transparent Data Encryption to encrypt data at rest (please see attached document "Fusion Encryption Policy").

Field-level Encryption: Specific fields can be encrypted on a member to protect sensitive information (i.e. medical, special needs information).

Password Policies: Admin users can configure password policies to dictate the strength required for log-in passwords to the system.

Sign-in Authentication: Fusion is compatible with various authentication services, such as LDAP and Active Directory to authenticate users before they are provided access to Fusion.

Security Roles: Roles can be configured in Fusion and can be assigned to user accounts to restrict access to specific data or functions within the system.

User Login History: All user log-in and log-out times are tracked within the system.

Complete Transaction Audit Trail: All transactions processed within Fusion can be tracked to a specific user, workstation, date/time and payment type.

The following is in reference to the FUSION ONLINE PORTAL (web storefront for patron access) which is a Web Application:

Data in Transit Encryption: Any data in motion between servers and clients can be encrypted with an SSL certificate (please see attached document “Fusion Encryption Policy”).

Sign-in Authentication: Fusion is compatible with authentication services such as LDAP or Active Directory to authenticate students and staff faculty members before they are provided access to their accounts online. Fusion is also compatible with single sign-on services such as CAS and Shibboleth to provide web single sign-on capabilities for campus affiliated patrons

3. Describe any transactions or functions that are not done on a real time basis and list batch jobs required for this function.

Almost all transactions and functions within Fusion are completed on a real time basis (including transactions/processes completed through the online member portal). However, Fusion provides 2 schedulable tools (unattended) that require jobs to be batched. The first tool is Fusion’s scheduled/automated import routine. This routine operates behind the scenes to import campus demographic data on an automated basis. The second item is Fusion’s automated communication tool, which can be used to schedule batch email jobs to communication with specific queried patrons (based upon membership, facility access, equipment, program and locker criteria). Both tools are scheduled by the user and are usually processed outside of normal operating hours.

4. Describe how menus are used within the system and if menus are customizable and/or configurable. Define what *customizable* and *configurable* mean for your application.

Menus are used throughout various components of the system. For example, Fusion contains a back-end administrative menu that contains icons of administrative interfaces (i.e. Reporting, Scheduling, Registration, Users etc.). Furthermore sub-menus exist within many system menus to organize settings/functional areas. For example, the System Preferences area is divided into different menus and sub-menus which hold the various areas of configuration settings (i.e. Accounting, Products/Equipment, Memberships, Server Settings etc.) within the system. Most of these menus are system defined and are not customizable, as they exist to give all users a common frame of reference to navigate throughout the system

However, many of the front-end interface menus are customizable. For example, Fusion’s POS interface’s menus can be customized to display products and product categories that are sold most often at specific workstations. Furthermore, Fusion’s membership, locker and towel service wizards contain customizable menus that can be configured to display icons and descriptions of custom services.

Lastly, all categories within Fusion are completely customizable. Custom categories and sub categories can be created to organize groups of similar products, equipment and programs together. These categories allow for users to more easily navigate the system. Custom categories can be found within Fusion’s facility, program, product, point of sale and membership interfaces.

5. Describe the extent to which the user can configure or customize all forms, reports, input/output screens, formats, etc. to brand the application for JMU. Define what *modifiable, customizable and configurable* mean for your application.

The Fusion application and member portal can be completely configured, modified and customized based upon JMU preference. A new installation of Fusion is a completely blank slate – each client configures and shapes the application and web component to meet its unique needs.

The term “customizable” references the creation and shaping of an item by JMU users. For example, JMU can fill the system with customized products and services specific to the university. Furthermore, JMU can create/import existing JMU forms/waivers into the system. Lastly, JMU’s Fusion web portal can be themed by InnoSoft designers to match that of the existing JMU recreation website.

The term “configurable” references the adjustment of existing system templates/settings into those that are better suited for JMU. For example, Fusion’s POS interface can be configured to display those products and services that JMU sells often at that particular workstation. Furthermore, email settings and LDAP settings can be configured to take advantage of existing system integrations. Lastly, Fusion’s equipment checkout module can be configured to display custom categories of items that are checked out at the particular workstation.

The term “modifiable” references the adjustment of any existing item within the system, whether it is an item that has been supplied as standard with the system or an item that has been created by a JMU user. For example, A JMU user can always modify a custom membership’s pricing structure. Furthermore, standard grids found throughout various areas of Fusion can be modified to display information in a desired format. Lastly, a user can edit the web description for an online program at any point (changes are immediately displayed online).

6. Describe the tools and expertise which university technical staff would use to support, troubleshoot, configure or customize the application.

All system configuration/customization completed by JMU employees would be completed in Fusion’s “System Preferences” area. All system users are thoroughly trained on the configuration of Fusion in this area during the five full days of onsite training. This System Preferences area has been designed to be as intuitive as possible to assist users with the configuration and customization of the system. Additionally, JMU users may access InnoSoft’s online document site (“ScreenSteps Live”) to view detailed walkthroughs on common configuration/customization topics (i.e. “How to Configure a Membership”).

Additionally, university technical staff with expertise in authentication, campus ERP systems (i.e. PeopleSoft), servers, pictures and ID cards may be required to assist in the initial configuration of Fusion. All appropriate personnel are identified by InnoSoft implementation staff during the implementation process.

7. Describe other customizations available and associated cost, i.e., hourly and fixed fee.

InnoSoft gladly accepts customization/enhancements from all clients, as the development team continues to build Fusion directly from the feedback of Campus Recreation clients. Each request is reviewed by InnoSoft's research and development team and is either accepted or rejected. If accepted, the customization/enhancement project is placed at a specific point in our development roadmap. An item is usually placed at a higher point in the roadmap if the majority of clients could also benefit from the enhancement. Any customization request that would only benefit an individual client is usually addressed on a case-by-case scenario. This later situation would be the only case in which additional fees may be charged beyond the all-inclusive licensing fee for custom development work. For customization changes of this nature that do not require coding changes to the Fusion infrastructure, the hourly rate is \$60/hour. For changes that do require coding changes to Fusion's infrastructure, the hourly rate is \$105/hour.

8. Describe how configuration and customization will affect future releases of software.

Configuration/customization completed by any JMU employees should not be impacted by any future releases of the software. InnoSoft developers make all attempts to avoid changes to the system that would affect all current clients' configurations. If InnoSoft's development team provides a release that causes significant changes to Fusion that impact already configured areas, all clients will be notified of any expected changes. However, in the majority of instances, a new publish of Fusion should have no impact on existing settings.

9. Describe workflow functionality included with the application and provide a list of any function for which workflow is already built and delivered.

Workflow functionality is included within various aspects of the Fusion application. For example, each front end transaction (i.e. program registration, membership assignment, equipment checkout process) follows a simple step-by-step workflow from start to completion. A similar structure is designed for all processes in order to make the front end interface very easy to navigate. Additional workflows exist throughout other system components, including the facility rental wizard, the import scheduling wizard and the communication task scheduling wizard. All components follow a step-by-step process.

10. Describe how JMU's e-mail systems would be incorporated with your system's operation. (Faculty/Staff – on-premise Exchange and students - Live@Edu).

JMU's email system would be incorporated into Fusion by configuring the university's SMTP email settings within Fusion. This would allow JMU employees to send emails to patrons using the existing campus mail server. The following settings would be required:

- SMTP Server Name
- SMTP Server Port Number
- SMTP Server Username
- SMTP Server Password
- Default Sender Email Address

- i. **Describe third party e-mailing, if this functionality is part of your solution. What messaging service is utilized by your system? Describe details of how messages look (*from, etc.*)**

Fusion is not currently compatible with any third party email system. All email tasks within Fusion must be completed either manually (from various Fusion interfaces) or automatically (using Fusion's schedulable communication tool). Users can store frequently used email templates within Fusion or can draft new email messages at any point. Plain text and/or HTML formatting are supported for all email messages drafted through Fusion.

C. Reporting:

1. **Describe application approach/strategy for reporting including the approach to ad-hoc reporting for power users as well as the occasional user.**

Fusion provides a reporting module that contains over 100 standard canned reports. Each report is parameterized based on feedback from our client base. Clients can request additional canned reports that will be created and deployed to them free of charge. Additionally, Fusion provides custom "grid controls" that can be used to filter/segment any grid of data found within the application's interface. InnoSoft will also generate one-time custom reports for any client on a request basis.

2. **Describe all reporting tools supported and how they integrate with the product. Does application licensing include any of the products?**

Report generation is completely integrated within the core system. Fusion provides a reporting module to generate over 100 standard reports related to various functional areas (i.e. Facility Access, Sales, Equipment, Accounting etc.). This module acts as a standard listing of all standard reports that the majority of clients generate. Additionally, Fusion's "grid control" functionality is integrated into all aspects of the system. These grid controls can be used to generate a custom report from any table of data within Fusion (i.e. a patron's facility access history or equipment outstanding list).

3. Provide a list of all reports delivered as part of the base product including a short description of each. Also include a sample of several reports for review.

121 standard reports are supplied with a standard deployment of Fusion. Additional reports continue to be added in new releases as InnoSoft's current client base requests additions. Below is a breakdown of the reporting section with an example from each:

<u>Reporting Section</u>	<u>Number of Reports</u>	<u>Example</u>
Accounting	11	<i>Account Summary By Computer:</i> A list of all general ledger accounts and their balances grouped by computer.
Course	5	<i>Course Registration Summary:</i> A list of all course offerings with the number registered, waiting and spaces available
Equipment	7	<i>Equipment History Detail:</i> A list of all equipment items and the details of each time the item has been checked out.
Facility Access	30	<i>Distinct Facility Usage by Membership Type:</i> A list of all facilities and the number of distinct membership facility accesses for each.
Facility Scheduling	1* <small>*Other facility reports can be generated directly from the calendar engine.</small>	<i>Facility Schedule for Course Agenda:</i> An agenda schedule type report for all selected courses for a date range.
Locker Service	2	<i>Expiring Locker Service Summary:</i> A summary list of members whose lockers are expiring and the locker information.
Membership	14	<i>Membership Totals by Type:</i> A list of membership totals grouped by category.
Product	14	<i>Current Inventory Summary:</i> A list of all products and their current inventory levels
Sales	36	<i>Tender Summary By User:</i> A breakdown of all tender types received grouped by user.
Statistics	1	<i>Custom Field Report:</i> A list of all members and the response to the selected custom fields grouped by custom field.

Although this is the standard breakdown of reports found within Fusion's reporting section, other reports can be found throughout the various system interfaces.

Below are visual examples the “Course Registration Summary Report” and the “Usage By Hour and Day” report.

Course Registration Summary

Parameters

Categories: Adult Swim Lessons

Semesters: Fall 2012, Winter 2013

Offering	Size	Registered		Available	Waiting	Status
		In Person	Online			
Semester: Fall 2012	78	21	3	54	4	
Category: Aquatics > Adult Swim Lessons	78	21	3	54	4	
Course: Learn to Swim Level 1	24	18	3	3	4	
Thursday Nights 5:00pm - 6:00pm	8	5	2	1	0	Space Available
Wednesday Nights 5:00pm-6:00pm	8	5	1	2	0	Space Available
Monday Nights 5:00pm - 6:00pm	8	8	0	0	4	FULL
Course: Learn to Swim Level 2	24	3	0	21	0	
Session 1	8	3	0	5	0	Space Available
Session 2	8	0	0	8	0	Space Available
Copy of Session 2	8	0	0	8	0	Space Available
Course: Learn to Swim Level 3	30	0	0	30	0	
Fall Session	10	0	0	10	0	Space Available
Fall Session II	10	0	0	10	0	Space Available
Copy of Fall Session	10	0	0	10	0	Space Available
	78	21	3	54	4	

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Usage By Hour And Day

Parameters

Thursday, March 01, 2012 12:00 AM to Monday, March 11, 2013 11:59 PM

Readers: All Readers

Days of the week: Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, Saturday

Hour	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
7:00AM - 7:59AM	0	0	2	0	1	0	0	3
8:00AM - 8:59AM	0	0	0	2	3	0	0	5
9:00AM - 9:59AM	0	7	3	4	8	11	0	33
10:00AM - 10:59AM	0	7	8	1	16	9	0	41
11:00AM - 11:59AM	0	1	5	8	9	4	0	27
12:00PM - 12:59PM	0	7	4	5	9	11	0	36
1:00PM - 1:59PM	0	13	5	12	7	6	0	43
2:00PM - 2:59PM	0	7	14	11	11	5	0	48
3:00PM - 3:59PM	0	21	14	7	8	5	0	55
4:00PM - 4:59PM	0	0	9	2	4	0	0	15
5:00PM - 5:59PM	0	7	2	2	4	0	0	15
6:00PM - 6:59PM	0	0	0	1	2	0	0	3
7:00PM - 7:59PM	0	0	1	0	0	0	0	1
8:00PM - 8:59PM	0	3	0	0	0	0	0	3
Totals: 0	73	67	55	82	51	0	328	

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4. Describe reporting output formats available.

Reports and grids can be exported in the following formats: PDF, HTML, MHT, RTF, XLS, XLSX, CSV, Text, Image and XPS. Reports can also be emailed from Fusion in these different formats.

5. Describe the types of reporting that would typically require Information Technology staff support.

No reporting types should require any Information Technology support/intervention. All of Fusion's reporting tools are intuitively designed and are user friendly. Each report also follows the same basic format. All JMU users are trained on the use of reports during onsite training. Any custom report request generated by JMU staff can be created by InnoSoft developers and added to JMU's version of Fusion upon the next available release.

D. Services:

1. Describe the training options and include a catalog of training offerings and their associated costs. Response should include differentiation between technical staff and end-user training.

InnoSoft's standard training option is one full week of onsite training. The 5 day training session provided by InnoSoft's Implementation Specialist focuses on a train-the trainer approach. The specialist focuses on training admin-level users on the backend configuration and functionality of Fusion. During the training sessions, the trainer walks through the back-end configuration of each functional area within Fusion's System Preferences area. A majority of the data entry required for the configuration of Fusion (i.e. input of membership types, products, facilities etc.) is also completed during this process. At the completion of all training sessions, all professional staff members should be very comfortable with Fusion. The majority of Fusion's front end functionality is very simple and straightforward to use, allowing training of part-time front staff to be completed in as little as 15 minutes.

Standard Cost For the Basic Training Plan: \$5,000.00 + travel expenses

A client can also elect for two additional onsite add-ons to the standard 5 day onsite training plan as follows:

Pre-Training Information Exchange

- Up to 2 full days of onsite consultation and meetings completed by an InnoSoft Implementation Specialist
- Onsite project preparation/planning with all relevant Campus groups including most of the following: RecSport, Information Technology, Student Services, ID Card Office, Bursar Office, Physical Plant, Construction Teams etc.
- Thorough discussion of the following topics: Hardware Installation, Server Requirements, Authentication, Student/Staff/Faculty Import Process, Payroll Deduction, ID Card Compatibility, Pictures etc.

Standard Cost for Pre-Training Information Exchange: \$2,000.00 + travel expenses

Post-Training Follow Up

- 2 full days of onsite follow up training
- Enhanced training/consultation given for specific user-defined questions and topics
- Onsite support and guidance for go-live launch of Fusion (if desired)

Standard Cost For Post-Training Follow Up: \$2,000.00 + travel expenses

JMU users would also be supplied with access to Fusion's online documentation system (ScreenSteps Live). This system contains individual FAQ/help/configuration documents (with supporting screenshots) on topics related to the configuration and management of Fusion. Each online document can be exported via PDF if need be.

2. Describe services available from your company and/or partners including pricing information that may be included in the final contract. Examples of services that could be included are:

a. Implementation

Full Implementation services are supplied to all clients in order to implement the Fusion application and Fusion member portal. All costs for implementation services are included in the standard training fee (\$5,000.00 + travel expenses).

b. Development

InnoSoft's development team may assist JMU with the configuration/alternation of the Fusion system in order to meet system requirements set forth in the RFP. Development costs related to the implementation and continued support of JMU (i.e. required in order to maintain a fully operational level) are included in the standard licensing agreement, unless development work is identified as a one-time custom project specific to JMU that was not originally outlined. In this case, an hourly development rate of \$60 for non-coding work and \$105 for coding work would be implemented.

c. Project Management

For all implementation projects, InnoSoft supplies a technical lead and a project coordinator to direct all implementation tasks from InnoSoft's end. However, a project team must be assembled from JMU to work with the InnoSoft implementation team. The following two roles are recommended (if available):

University Recreation Project Lead – This individual should be present for all implementation meetings/calls. This person will be the main client project contact and will work directly with our implementation personnel throughout the process. This person will work with our trainer to coordinate the onsite training (i.e. schedule, location etc.).

IT Project Lead – This person may be internal to the University Recreation Department or an individual from campus IT services. He/she must be technically proficient and should be able to assist our implementation team with obtaining the desired Institute IT resources. This person should also be comfortable with hardware peripherals (i.e. receipt printers, gates/turnstiles etc.) in order to assist with the installation and support of these devices. This person should also be able to identify other campus personnel required to successfully implement the data feed and user authentication.

d. Architecture and Design

InnoSoft technicians can make recommendations on the optimal server architecture and resources in order for JMU to experience optimal performance and scalability. JMU technical staff would be responsible for implementing system/server architecture for a campus-hosted solution, whereas InnoSoft technicians would be responsible for these services for a vendor-hosted solution. Any costs associated with these services are included in standard hosting fees.

e. Capacity Planning

InnoSoft technicians can supply recommendations during the implementation process for appropriate server specifications. These technicians can also make recommendations for future resource additions in order to accommodate a growing database/system. These services are included in the standard licensing agreement.

f. Installation and Configuration

InnoSoft implementation staff will perform the installation of Fusion onto the server infrastructure, whether it is a vendor-hosted or campus-hosted deployment. Installation services are included within the standard training costs. JMU will be responsible for the installation of Fusion onto client workstations. JMU employees will also be responsible for the customization and configuration of Fusion in order to meet departmental needs.

g. Performance and Scalability

Recommended server specifications have been supplied within this RFP response. If followed, JMU should enjoy a robust and responsive system. InnoSoft technicians can supply additional recommendations if JMU experiences any performance lags/errors for a campus-hosted solution. For a vendor-hosted solution, InnoSoft technicians will perform all performance/up-time monitoring and all adjustments required to server infrastructure in order to meet an adequate level of system performance. These services are included within the standard hosting fees.

h. Conversion

JMU would be responsible for the conversion of data from a legacy and/or existing ERP system into a compatible format for Fusion to ingest. Fusion technicians may assist JMU with the configuration and set up of any import process. These services are included in standard licensing fees.

i. Monitoring, administration and upgrades

All upgrades to JMU's instance of Fusion would be applied by InnoSoft technicians. All maintenance and upgrades are included in the standard licensing agreement. JMU employees would be responsible for the administration of the Fusion system once installed. For a campus-hosted installation, JMU technical staff would be responsible for monitoring and performing administrative tasks on the server infrastructure. For a vendor-hosted solution, InnoSoft technicians would perform server monitoring and administration. Any monitoring/administration costs are included in hosting fees for a vendor-hosted solution.

j. Operations metrics

InnoSoft does not currently provide services to obtain operations metrics. JMU staff would be responsible for obtaining this data. However, InnoSoft will gladly assist with the collection of any data related to support/performance issues on a case-by-case scenario. These support services are included in the standard licensing agreement.

3. Describe the support options available through your company including on-going support of the application. Describe what portions of support to be performed by IT, the customer versus the vendor.

InnoSoft provides a 24/7 toll free support line and online ticketing support system. The web ticketing system can be accessed directly from the Fusion application or from a standard web browser. Additionally, InnoSoft supplies an online Learning Center site that provides troubleshooting/FAQ documentation. InnoSoft updates this documentation weekly to include new and updated documents. Each document includes lessons and screenshots of common issues and/or configuration questions. Lastly, InnoSoft technicians can perform remote "screen share" sessions to view a client workstation or can access JMU's server remotely to troubleshoot an issue.

All issues related directly to the Fusion software are to be handled by InnoSoft. All issues related to peripheral hardware or software (i.e. SQL Server, workstation computers, campus network etc.) are to be managed by campus IT.

4. If support is provided to end-users directly as part of your services, provide the SLA under which you would operate.

InnoSoft supplies all clients with unlimited 24/7 toll-free and internet support. InnoSoft strives for the following service-level guarantees:

Situation 1: The system is down.

Example: A case in which the user's Windows services stops working unexpectedly, causing the system to shut down. This is obviously a windows issue, but it is a necessary part of our service, and therefore we would take the necessary steps to restore service.

Response Time: InnoSoft will take all reasonable efforts to respond within 1 hour.

Situation 2: The user encounters a major bug, but the system is still operational.

Example: A case in which Fusion's automated import file was configured improperly by an InnoSoft technical member. The import would still run and the system would still function, but each student's account information would be displayed improperly within Fusion, negatively affecting normal business operations.

Response Time: InnoSoft will take all reasonable efforts to respond within 4 hours.

Situation 3: The user encounters a minor bug that is non-critical, but requires fixing.

Example: A case in which an audible noise was not sounding whenever a member swiped his/her card. This is a facility access feature that is helpful, but not necessarily critical.

Response Time: InnoSoft will take all reasonable efforts to respond within 72 hours.

Situation 4: The user encounters a minor non-critical bug.

Example: If the dates displayed for a course offering were in a slightly different format on Fusion's online portal than on the user application (ie. dd/mm/yyyy as opposed to mm/dd/yyyy).

Response Time: InnoSoft will take all reasonable efforts to response within 7 days.

E. General:

1. Describe typical implementation timeline and project plan and include examples of previously used project plans.

InnoSoft Fusion Implementation Project Plan

Stakeholders: InnoSoft Canada (IC) & James Madison University (CLIENT)				
Action Step	Target Date (Before Desired Go Live Date)	Responsibility	Estimated Hours	Comments
Desired Go-Live Date Determined	Week 1	Tony Autin (IC) & CLIENT Designate		CLIENT selects desired go-live date based upon internal and external factors (i.e. campus resources, breadth of implementation etc.).
Implementation and Training Dates Determined	Week 1	Tony Autin (IC) & CLIENT Designate		CLIENT and InnoSoft determine appropriate training week based upon desired go-live date (lead time of 4 weeks is standard).
Review Current Practices and Policies	Week 1	Tony Autin (IC)		Gap analysis is performed (between Fusion and existing system(s)) and functional priorities (i.e. memberships, Lockers, Online Services etc.) are determined.
Identify all Customer-Facing Workstations	Week 1	Tony Autin (IC) & CLIENT Designate		Client identifies customer-facing workstations to assist InnoSoft in determining hardware needs at each location.
Review Current Hardware	Week 1	Tony Autin (IC)		InnoSoft identifies any and all compatible hardware currently in use.
Configure Support/Documentation Accounts for Users	Week 2 - 11	Tony Autin (IC)		InnoSoft configures credentials for all CLIENT users for access to online support and documentation sites.
Recommend New Hardware	Week 2	Tony Autin (IC)		Recommendation is made based off of customer-facing workstation discussion and list of existing compatible hardware.
Recommend Server Software	Week 2	Tony Autin (IC) & CLIENT Designate IT		InnoSoft recommends server software based upon server infrastructure selected by CLIENT. Standard recommendations include Windows Server 2008 and SQL Server 2008 Standard. (32 or 64 bit versions to be determined by server).

Acquire Server Hardware & Software	Week 4	CLIENT Designate IT	1-2hrs	Client allocates appropriate server resources based on server configuration documentation supplied by InnoSoft.
Acquire Necessary POS Hardware	Week 4 - 11	CLIENT Designate IT	1-2hrs	CLIENT orders hardware based upon needs and recommendations from InnoSoft.
Set Up VPN Access and Remote Desktop Access to Server	Week 6	CLIENT Designate IT	0.5hrs	Depending upon CLIENT IT policies, CLIENT supplies InnoSoft with appropriate remote connection credentials, allowing InnoSoft to install Fusion (database, application, etc.) remotely. These credentials will also allow InnoSoft to supply future updates and support to CLIENT's system.
Confirm Server Hardware and Software Setup	Week 6	CLIENT Designate IT	3-5hrs	CLIENT confirms that server hardware and software are functioning properly.
Install Fusion (Application, Database, Member Portal etc.)	Week 7	Craig Sherwood (IC)	0.5hrs	Installation of Fusion takes place via remote credentials.
Install Prerequisites on Training/Client Workstations	Week 7	CLIENT Designate(s)	1hr	CLIENT installs 4 prerequisites to all Fusion workstations (production and/or training).
Confirm Successful Fusion Installation on Workstations	Week 7	CLIENT Designate(s)	1hr	CLIENT confirms with InnoSoft technicians that Fusion is operating successfully on all workstations.
Develop, Create and Test Data Import Script	Week 7 - 11	CLIENT Designate(s)	2hr	Obtain data from Campus data repository (i.e. Student/Staff/Faculty data) and/or legacy systems (i.e. Other Member data) for import into Fusion.
Onsite Training	Week 8	Tony Autin (IC) & CLIENT Designate	40hrs	Up to 5 Days of onsite training for Campus Recreation. We use a "train the trainer" approach.
Configure and Set Up Fusion	Week 8 - 11	CLIENT Designate(s)	30-50hrs	Input data into Fusion and configure for go live.
Follow Up Training and Issue Resolution	Week 9 - 11	Tony Autin (IC) & CLIENT Designate	10hrs	Resolve any outstanding issues encountered during setup & retrain on any areas that are required.
System Wiped of Test Data	Week 11	Craig Sherwood (IC)		CLIENT notifies InnoSoft to wipe system of desired test data (i.e. test transactions, member records etc.).

Go Live	Week 12	CLIENT Designate(s)		CLIENT deploys Fusion in a production environment. InnoSoft is available for remote assistance for any system issues.
Project Critique and Lessons Learned	Week 12	Tony Autin (IC) & CLIENT Designate		InnoSoft closes implementation ticket. Additional support cases created for all outstanding project tasks.
Outstanding Issues Monitored/Tracked Within Support System	Week 12 +	Support Staff (IC)		Outstanding feature requests and action items are tracked within InnoSoft's support system until resolution.

2. Describe your approach to test and production environments including licensing requirements and any additional costs.

Some, but not all clients possess an additional test (quality assurance) instance of Fusion alongside their production environments. A test instance is supplied on a case-by-case scenario depending upon each client's licensing structure. For clients with an additional test instance, InnoSoft publishes to their test instances first so that they can conduct a period of testing. After receiving the go-ahead after this testing/acceptance period, InnoSoft then deploys the new release to their production environments. If any issues are encountered during the acceptance period for any client, InnoSoft will hold off all publishes to additional clients until the issues are resolved.

If JMU desires an additional test instance of Fusion, the costs are outlined below:

Cost: \$100/month for length of agreement

Training/Test Instance includes:

- A dedicated training environment to test functionality/configurations and train employees
- Regular updates to be completed prior to or during completion of production updates
- Optional database mirroring of existing production environment

An additional cost must be issued for any additional license of the software in order to cover the additional maintenance, support and upgrades that must be supplied for each additional instance.

- 3. Describe how product(s) addresses accessibility to ensure the application is accessible to people with disabilities. Describe testing for adherence to accessibility guidelines and standards. Provide documentation of the testing performed and results of that testing including the Web Accessibility and Template Guide (WATG located at <http://www.vadsa.org/watg>).**

All users have equal access to functions and aspects of Fusion. Fusion can also be used in conjunction with third party assistive technology. Fusion has been designed the end user in mind and deploys simple and easy to use interfaces and controls (i.e. touchscreen compatibility, large icons, audible noises etc.). InnoSoft is more than willing to provide any additional services/resources to better accommodate users with disabilities. InnoSoft also agrees to meet all requirements outlined in the Web Accessibility and Template Guide supplied if/when the Fusion member portal is deployed.

- 4. Describe the Help system(s) and how it can be modified.**

All client users have full access to Fusion's help resources, which include InnoSoft's online ticketing system (Zendesk) and its online documentation system (ScreenSteps Live). Any user can submit a new ticket through Zendesk to request help at any time. A user can also submit his/her own material to forums within Zendesk or can view content submitted by other users. InnoSoft technicians consistently update these forums with new FAQ/How to documentation.

Furthermore, InnoSoft's online documentation site is updated on a routine basis. Individual help lessons can be individually updated if any new release affects system content and/or functions. Additionally, new lessons are continuously added as common feedback is generated from clients. A user can also comment on any lesson and all comments are monitored by InnoSoft support staff.

5. Describe your relationship with the vendor(s) of any third party tools (i.e. reporting tools, application server and DBMS vendors, etc.) included in this proposal including licensing, costs, support for the product(s), and versions (e.g. full or modified).

Although 90 percent of InnoSoft's current clients host Fusion internally, InnoSoft does supply a vendor-hosted option to any new client.

The 3rd party hosting service that is utilized by InnoSoft for vendor-hosted deployments is "100tb.com." This hosting service is SAS70 Type II and SSAE16 certified. Its data centers include N+1 generators each with multi-day fuel reserves. Each facility has advanced cooling features and pre-action fire suppression. All of their locations are physically secured with two-factor authentication (proximity and biometrics).

Fee options for a vendor-hosted solution are outlined below:

<i>1 Tier Deployment</i>	<i>2 Tier Deployment</i>	<i>3 Tier Deployment</i>
\$495	\$790	\$1085

Hosting fees include:

- Leasing of server space
- All server maintenance, support and backup services
- Purchase of SQL Server 2008 Standard Edition license
- Installation and update services

No 3rd party tools are required (other than those outlined in recommended server configuration documentation) to utilize Fusion. Although InnoSoft does maintain integrations with various 3rd party systems (i.e. IMLeagues, BlackBoard, PayPal etc.), no additional fees are charged by InnoSoft to utilize integrations with these systems.

6. JMU is interested in developing a strategic relationship with the successful vendor. Provide information regarding ideas on how such a relationship can prove mutually beneficial.

Upon the selection of Fusion, JMU would immediately be assigned dedicated project resources, including a project manager and an implementation specialist that would assist throughout the implementation project. After the launch of Fusion, the roles of these two individuals would generally evolve.

The project manager would become the main client relations point person for JMU and would be responsible for maintaining a constant communication channel between both parties. He/she would work to gather feedback from JMU in regards to its experience with the Fusion system. He/she will also gather feedback on how to improve the system and/or relationship.

The implementation specialist assigned to the project would become the main support point person for JMU. He/she would be most familiar with the particulars of JMU's installation and therefore would field the majority of support requests. He/she would also assist with escalating any major issues experienced throughout the relationship (support or otherwise).

Both InnoSoft employees will generally be in contact with the main Fusion "Champion" – the person most familiar with the system. Depending upon internal departmental resources, this person might be a dedicated IT specialist or an experienced recreation employee. The InnoSoft team will generally receive the majority of feedback and tickets from this individual, but may also field other requests from any other departmental staff if need be.

An open communication is imperative to a successful relationship, as it will assist InnoSoft in obtaining valuable feedback from JMU in regards to the system and the customer-vendor relationship. A strategic relationship would provide JMU with a robust and powerful recreation management system and InnoSoft with a flagship campus and a valuable client reference.

7. Describe active user groups and how they function.

InnoSoft's online support system provides our clients with a platform to submit content and questions that can be seen and addressed by other clients. This platform provides an area of discussion for common topics and solutions to common issues. InnoSoft also plans to implement an "InnoSoft University" training/knowledge exchange program that will be available to all Fusion users. This program will consist of scheduled webinars and onsite sessions that will provide a venue for Fusion users to learn about system functionality and discuss best practices/uses.

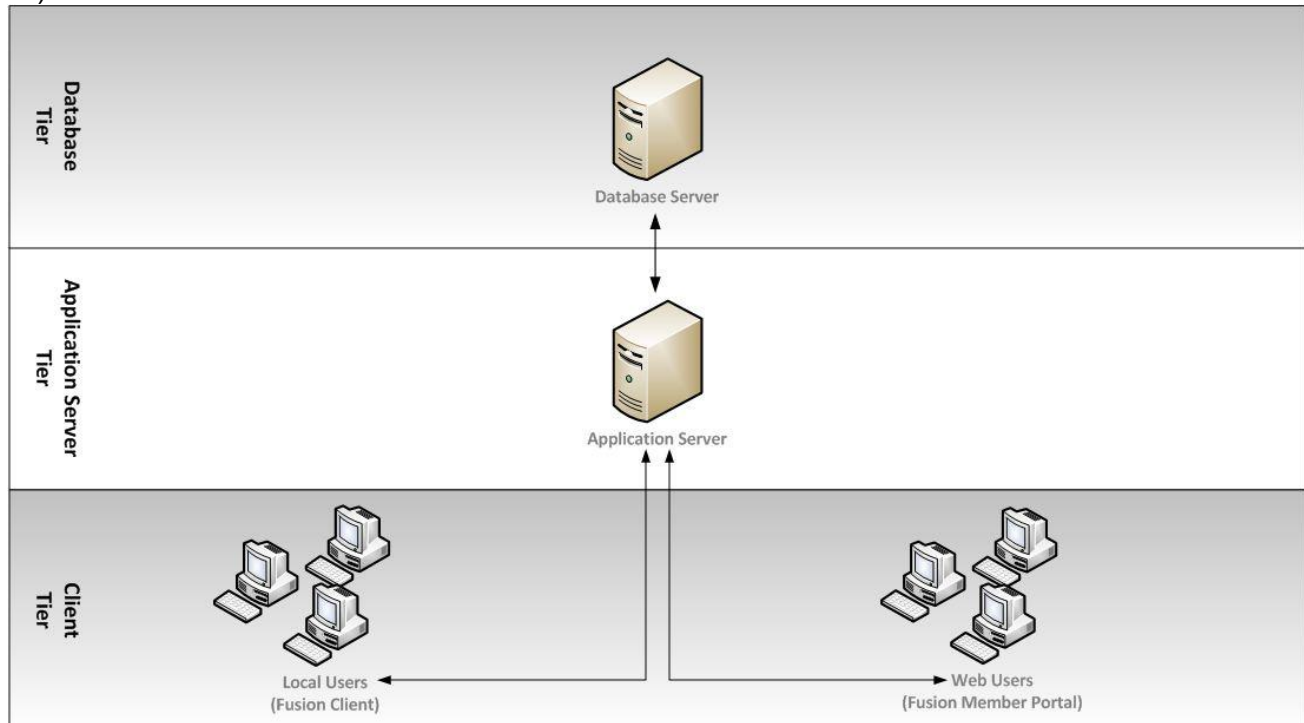
8. Describe licensing. If licensing is based on number of users, describe the models used to obtain numbers both for current and future usage.

All clients license the use of the Fusion software for a specific time period. A client can opt for a 1, 3 or 5 year contract, and receives pricing breaks for longer-term commitments. The licensing fee is payable on a monthly, quarterly or annual (upfront) basis. This licensing fee is all-inclusive and includes unlimited users, workstations, maintenance, support and upgrades. The licensing fee is determined based upon an institution's undergraduate enrollment level. A client will fall into a specific pricing tier based upon its current levels. Once a client enters into a licensing agreement with InnoSoft, its annual licensing fees are locked in for the term of the contract. Upon completion of the contract, a negotiation process is initiated between InnoSoft and the client for the renewal of the agreement (based upon the prevailing pricing structure).

F. Technical:

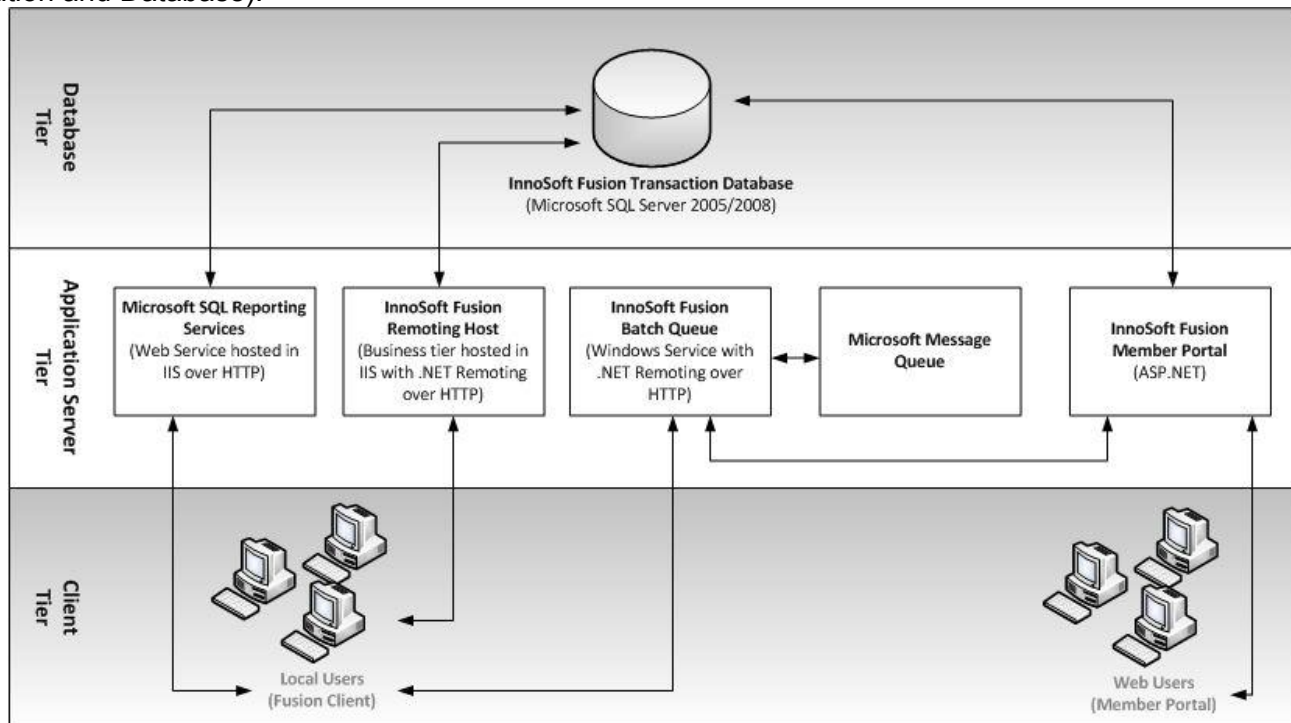
1. Provide a detailed diagram of the typical architecture/technical environment required for the system. List all protocols and ports used for communications and indicate which components are clients and which are servers and whether the communications are fully, partially, or not encrypted. Specify any communications paths where unencrypted authentication or other sensitive data are passed. List all third party dependent integration points and data paths including any web content included from or sent to outside parties.

Below is Fusion's Network Diagram (For implementations using separate physical tiers for Application and Database):



** Application and Database can be run on the same physical tier if desired. Firewalls may be placed between tiers and SSL can be used to secure HTTP channels.*

Below is Fusion's Software Component Diagram (For implementations using separate physical tiers for Application and Database):



* Ports used for client/server communication can be customized for your organization. InnoSoft typically uses the following ports by default:

- Port 80: For ClickOnce deployment
- Port 1007: For communication with InnoSoft Fusion Remoting Host
- Port 1008 or 1009: For communication with InnoSoft Fusion Batch Queue

2. Describe the toolset from which your application is derived.

The Fusion smart client is developed using C#/ and .Net programming languages.

3. Describe hardware and software requirements for the proposed system(s) along with any sizing assumptions made to arrive at those requirements.

All hardware and software requirements for the client, database, application and web tier are outlined in responses to questions 11, 15, 16 and 17 below, respectively. These requirements have been implemented at institutions of similar size to JMU with success.

4. Describe supported server hardware and/or virtualized platforms. Describe support for the following operating systems: Linux and Windows. If virtualization is supported, what virtualization technologies are supported including what components can be virtualized?

The Windows operating system is fully supported. Fusion is fully supported in both a physical and virtual environment. The system has been successfully deployed using Hyper-V and VMWare, but other virtualization products can also be supported. All three system components (Database, Application and Web tiers) can be virtualized, but it is recommended that virtualized resources meet/exceed those recommended for a physical environment (outlined in later sections).

5. Describe support for load balancing and system failover including any and all vendor specific preferences. Also include any vendor specific configuration guides.

The Fusion system can operate effectively in the cloud using VMWare, Hyper-V or other virtualization products. JMU can also configure a periodic backup routine for the system that will assist recovery after a catastrophic event. Although no clients currently utilize load balancing, it can be supported.

6. Describe how scalability is accomplished as the criticality of the system(s) and number of users increase.

Scalability is accomplished by selecting the appropriate server specifications and resources based on a client's size and use of the system. It is recommended that for a physical server deployment, a client should opt for server specifications that exceed the recommendations. This will secure the server for many years of use as the client's database grows and the strain on server resources increase. However, many clients prefer a virtualized environment, as this allows them to add additional resources and space to the hosted environment as the number of users increase and any detriment to performance is noticed.

7. Describe the system capabilities and options for the backup and restoration of the system components (example: database)

For a campus-hosted solution, JMU IT would be responsible for implementing the appropriate backup/restoration policies to restore Fusion in the case of a catastrophic event. If an event were to take place, JMU IT would retrieve the Fusion backup and would contact InnoSoft technicians for assistance with re-installation. For a vendor-hosted solution, InnoSoft deploys a scheduled backup routine to all infrastructures that continuously backs up all Fusion instances at a minimum of every 24 hours. A client can opt for a more frequent backup policy if desired. InnoSoft can deploy backups to an alternative geographical location to maximize redundancy.

8. Describe the average client response time for all the various functions of the proposed system.

All clients receive sub-second response times for the fast majority of system functions (i.e. sub-second response from patron card swipe to access being granted) for both client-hosted and vendor-hosted installations.

9. Describe services not available during scheduled maintenance.

All aspects of Fusion are unavailable during a scheduled maintenance period. InnoSoft technicians require that all client workstations are logged off of the system before a maintenance release/patch is deployed. InnoSoft support staff make all attempts to apply releases outside of normal operating hours (as it can take an InnoSoft technician 10-20 minutes to apply a major update). InnoSoft always coordinates with a client to determine the best date and time for an update to be applied.

10. Describe any standard and proprietary APIs, integration/connection resources, and development languages and tools that extend your toolset.

InnoSoft developers manage a lengthy list of proprietary APIs and integration/connection resources that allow Fusion to connect with external systems. Below are a few examples:

Integration with IMLeagues: An API has been developed between the two systems that includes 3 integration components, including the ability for single-sign-on between the two systems, the ability for Fusion to pass eligibility information to IMLeagues and the ability for Fusion to pass pictures to IMLeagues.

Integration with Blackboard Transact: InnoSoft is a Blackboard Building Block Certified Partner, which allows it to complete and service integrations with the Blackboard Transact System. InnoSoft has completed integration with activity-type transactions which allow for a live feed from Blackboard for facility access control (through Fusion's interface). InnoSoft will soon be completing integration to allow for payments to be made directly from Blackboard-managed ID cards.

Integration with Any Payment Gateway: InnoSoft has completed approximately 12 payment gateway integrations to allow for credit card payments to be completed through Fusion's online portal. A few integration examples include PayPal, Touchnet, Authorize.net and Cashnet. Fusion re-directs all payments to these 3rd party gateways in order to keep Fusion outside the scope of PCI compliance.

11. Describe the client operating system and browser requirements for your toolset. List any additional client-side software required for development/management of your toolset.

Please see below for minimum workstation specifications:

	Minimum	Recommended Machine
Supported OS	Windows XP SP2 or higher	Windows 7/8
Processor	1 GHz Pentium Processor or Equivalent	3.4 GHz Intel Core i5 Processor or Equivalent
RAM	256 MB	4 GB
Hard Disk	500 MB	500 GB
CD/DVD Drive	Not Required	Not Required
Display	1280 x 1024 high color (32 bit)	1920 x 1080

Additionally, the following prerequisites are required before Fusion can be installed on any client workstation:

1. Microsoft .NET Frameworks Version 4.0
2. Microsoft .NET Frameworks Version 3.5 SPI
3. Microsoft Point of Service Version 1.12
4. Microsoft Point of Service Patch

12. Describe any aspects of your application that do not support the Macintosh. Describe any changes to default browser or client security settings.

As Fusion has been designed specifically for the Windows platform, it is not fully supported on Macintosh devices. However, Fusion can be installed and can operate effectively if using Boot Camp or an alternative product. Fusion can also be accessed on a Macintosh device (i.e. an iPad) if using a virtualization product such as VMWare. However, hardware controls are not supported on a virtualized device.

13. Describe any functionality loss, installation problems, upgrade problems, or other difficulties if client applications are run using a regular user account.

The initial setup of all Fusion workstations will require administrative privileges in order to configure the appropriate prerequisites and peripheral hardware drivers (i.e. cash drawers, receipt printers etc.). Once workstation installation is completed, a regular user account is adequate to operate the system efficiently.

14. Describe your support for mobile technologies including technology used, distribution method, functionality, integration and development toolset and security.

Fusion is currently supported on Windows-based mobile devices such as the Windows 8 Surface Pro tablet. Fusion's interface has recently been optimized for use on small touchscreen devices such as the Surface Pro.

Additionally, Fusion's member portal can be accessed from any common web browser, including Internet Explorer, Chrome, Firefox and Safari. The portal can also be accessed from any mobile device. InnoSoft plans to add additional mobile-friendly backend technology to the member portal within future system releases.

15. Describe requirements for application servers. Describe specific platform recommendations or requirements for certified configuration (e.g. *WebLogic*, and *Apache Tomcat*); include either specific application server version or required J2EE version.

The following list outlines recommendations and/or requirements for Fusion's application server:

- 64-Bit Operating System (In order of Preference)
 - Windows Server 2008 R2 [Web or Standard Edition]
 - Windows Server 2008
 - Windows Server 2003
- Processor
 - Recommended: Quad Core 3.0 GHZ or faster
- Memory (RAM)
 - Recommended: 4 GB or more
- Hard Disk
 - Must have sufficient disk resources for Operating System and other software requirements
 - Recommended: 50 GB or more
 - Additional Space Requirements for Fusion
 - Minimum Space: 100 MB
- Display
 - Admin tools require 1024 x 768 or higher resolution
- Other Devices (as needed)
 - CD/DVD Drive (if needed for installation from disc)
 - Mouse
 - Keyboard
- Other Requirements
 - Internet Information Services (IIS)
 - Microsoft Message Queuing (MSMQ)
 - .NET Framework 3.5 SP1
 - .NET Framework 4.0
 - Microsoft Point of Service for .NET v1.12
 - Microsoft Enterprise Library
 - Internet Software
 - Minimum Browser: IE6 or better
 - Remote Access Software for Fusion Technical Support
 - Remote Desktop
 - VPN support if available
 - FTP Client Software: FileZilla Recommended (Must support sFTP)

16. Describe support for web servers (i.e. Apache, Weblogic and IIS).

Internet Information Services (IIS) is fully supported. The following list outlines recommendations and/or requirements for Fusion's web server:

- 64-Bit Operating System (In order of Preference)
 - Windows Server 2008 R2 [Web or Standard Edition]
 - Windows Server 2008
 - Windows Server 2003
- Processor
 - Minimum: AMD Opteron, AMD Athlon 64, Intel Xeon with Intel EM64T support, Intel Pentium IV with EM64T support
 - Recommended: Quad Core 3.0 GHZ or faster
 - Minimum: AMD Opteron, AMD Athlon 64, Intel Xeon with Intel EM64T support, Intel Pentium IV with EM64T support
- Memory (RAM)
 - Recommended: 4 GB or more
- Hard Disk
 - Must have sufficient disk resources for Operating System and other software requirements
 - Recommended: 50 GB or more
 - Additional Space Requirements for Fusion
 - Minimum Space: 10 GB to start
- Virtualization (Optional)
 - SQL Server 2008 R2 is supported in virtual machine environments running on the Hyper-V role in Windows Server Standard, Enterprise and Data Center editions.
- Other Requirements
 - Remote Access Software for Fusion Technical Support
 - Remote Desktop if not using managed SQL Server Farm
 - VPN support if available
 - Database administrator rights (for Fusion databases only)
 - SQL Server Network Configuration Protocols
 - TCP/IP access enabled through VPN (for Fusion database updates)
 - Optionally, clients can choose to purchase "Red Gate SQL Compare" instead of direct database access over VPN

17. Describe the supported database platforms including versions and include any information on additional features required of the DBMS needed to support the functionality of your system as proposed.

The following list outlines recommendations and/or requirements for Fusion's database server:

- For a complete list of SQL Server requirements please visit: [Microsoft SQL Server Hardware and Software Requirements](#)
- Microsoft SQL Server (In order of Preference)
 - SQL Server 2008 R2
 - Standard Edition
 - Enterprise Edition (Required for TDE)
 - SQL Server 2008
 - SQL Server 2005
- 64-Bit Operating System (In order of Preference)
 - Windows Server 2008 R2 [Web or Standard Edition]
 - Windows Server 2008
 - Windows Server 2003
- Processor
 - Recommended: Quad Core 3.0 GHZ or faster
- Memory (RAM)
 - Recommended: 4 GB or more
- Hard Disk
 - Must have sufficient disk resources for Operating System and other software requirements
 - Recommended: 50 GB or more
 - Additional Space Requirements for Fusion
 - Minimum Space: 100 MB
- Display
 - Admin tools require 1024 x 768 or higher resolution
- Other Devices (as needed)
 - CD/DVD Drive (if needed for installation from disc)
 - Mouse
 - Keyboard
- Other Requirements
 - Internet Information Services (IIS)
 - Microsoft Message Queuing (MSMQ)
 - .NET Framework 3.5 SP1
 - .NET Framework 4.0
 - Microsoft Point of Service for .NET v1.12
 - Microsoft Enterprise Library
 - Internet Software
 - Minimum Browser: IE6 or better
 - Remote Access Software for Fusion Technical Support
 - Remote Desktop
 - VPN support if available
 - FTP Client Software: FileZilla Recommended (Must support sFTP)

18. Describe your SLA to stay current with versions of software utilized by your product.

InnoSoft technicians perform compatibility testing in anticipation of any new release of required software (i.e. in anticipation of Windows 8 or SQL Server 2012). InnoSoft will continue to update Fusion to accommodate any future releases and will also continue to support any legacy versions of required software.

19. Provide an overall compatibility matrix of software required to operate your system. As appropriate, and at a minimum, this should include operating systems, drivers, browsers, JDKs, and compilers.

All compatible operating systems, drivers, JDKs and compilers are listed in the above client workstation specifications and server component specifications. Any version/software not listed in these specifications is not currently supported.

In regards to browsers, Fusion's member portal is accessible and supported on any standard browser platform, including Internet Explorer, Chrome, Firefox and Safari (as well as mobile platforms).

20. Describe support for real-time access to data through some other method (e.g. *on-the-fly access to database through ODBC, ADO, JDBC, LDAP, etc. allowing dynamic web content and applications*).

ODBC connectors are supported with SQL Server 2008 and above. However, InnoSoft would prefer that its experienced technicians handle the retrieval of any information from the system. As mentioned in other sections, InnoSoft will gladly supply clients with custom report templates and/or one-time reports if requested.

21. Describe support for integration with JMU's existing systems listed in the background statement including pricing, availability of APIs, toolkits for creating connectors, available services, etc. Provide a full list of application connectors. Describe any other methods of integration supported.

InnoSoft does not currently provide a flexible API for external integrations to front-end web portals. However, InnoSoft does possess internal (and flexible) customization tools that are utilized to integrate with various 3rd party systems such as Blackboard, PayPal (and other payment gateways) and IMLeagues. InnoSoft generally approaches all client integration requests on a case-by-case basis. Clients are free to use any integration that we have already completed for others.

- 22. Describe support for inclusion of your application as part of the PeopleSoft application portal. Describe any pagelets available and how that integration would occur. Describe support for delegating authentication for the pagelet Oracle Access Manager Single Sign and/or PeopleSoft single-sign-on. Describe support for other single-sign-on technologies.**
InnoSoft has designed interconnectivity with Oracle's PeopleSoft for use with a current client but does not currently recommend this tool because of performance lag experienced by the client (the connection was built for a biometric enrollment process for facility access purposes). As the vast majority of current clients utilize Fusion's automated import tools to import flat files from external ERP systems on a scheduled and automated basis, InnoSoft recommends this method as the best approach to ingest demographic data into Fusion from PeopleSoft. If significant interest was expressed by JMU to pursue a more robust integration with PeopleSoft, InnoSoft would be more than willing to investigate the topic further.

InnoSoft does not currently support the delegating of authentication for the pagelet Oracle Access Manager Single Sign and/or Peoplesoft single-sign-on. InnoSoft does support authentication integration to the Fusion application via various LDAP servers and single-sign-on services to the web portal via CAS or Shibboleth.

- 23. Describe your product's support for Web Services/Service Oriented Architecture based standards such as JSR 168 Portlet development standard, and JSR 172 Web Services Interoperability Standard.**

The only web service that is currently supported with Fusion is a REST web service that can be utilized to retrieve patron pictures from an external location and then display the pictures within the application. InnoSoft developers may investigate the use of web services for other applications if requested by a client. Each request is handled on a case-by-case scenario.

- 24. Describe the ability for your product to create consumable web standards based content (such as RSS feeds, hcard, ical, and other microformat specifications) and the ability to pull XML based content from your system and any APIs supporting the delivery of such data/content.**

Fusion does support the ability to create consumable web standards-based content. For example, facility appointments can be exported from the Fusion calendar engine in an ical format. However, there is not currently an automated API available to export this data. InnoSoft developers have developed internal APIs to communication with external systems (such as IMLeagues or Blackboard) and will continue to develop internally managed APIs based upon existing client feedback. For example, InnoSoft is currently investigating whether it is possible to integrate with external campus scheduling systems such as R25 or EMS using an internal API. If this feature is developed, it will be made available to all clients.

- 25. Describe storage including file formats.**

Approximately 10GB of storage space should be allocated on the Fusion database to store all system files/data. It is recommended that upwards of 50GB be allocated to accommodate future growth of the database as more patrons and data are added.

In regards to file formats, document templates that are stored in Fusion (i.e. waivers, course confirmations etc.) can be stored in Word or PDF format. Any report or grid can be exported and stored outside of Fusion in the following formats: PDF, HTML, MHT, RTF, XLS, XLSX, CSV, Text, Image and XPS.

26. Describe operational monitoring and reporting capabilities. Include the capabilities for application, content, access, and storage metrics, security and the method for obtaining them (e.g. command line tools, SNMP, and GUI).

Fusion's GUIs are the preferred method for system monitoring and reporting capabilities. For example, GUIs are utilized to provide an intuitive way for system users to generate various standard reports on application content and access (i.e. program registration summary report, user login history grid etc.). Additionally, SQL Server and IIS provide internal remote management tools that can be utilized to obtain information from the server in regards to the application, content, access, storage and security.

G. Security:

1. Describe how users and processes are authenticated before gaining access to data and services. Include authentication between components and between the product and external services. Describe your support for the following:

JMU can choose between two basic methods. The first is to utilize Fusion's internal user authentication tools to create and manage usernames/passwords. The second is to use an external authentication system to verify user credentials. Fusion is compatible with most standard types of LDAP servers (Active Directory, Kerberos etc.) to control access to the application. In order to use this second method, an administrator must configure specific integration settings within the application (i.e. LDAP host, port number, authentication type, base DN, user domain and user ID field).

For the Fusion web component (patron-facing online storefront), Fusion is compatible with various types of LDAP authentication. It is also compatible with Shibboleth or CAS to provide single sign-on/authentication services. Integration has already been completed for other clients using these two services and so either can be activated for JMU.

a. LDAP/S

LDAP authentication is fully supported for both employee authentication (to the application) and patron authentication (to the web portal).

b. Native AD authentication

Native AD authentication is fully supported for both employee authentication (to the application) and patron authentication (to the web portal).

c. Shibboleth 1 and 2

Shibboleth 1 and 2 are fully supported to provide single-sign-on services to patrons accessing the Fusion web portal.

d. Kerberos

Kerberos authentication is fully supported for both employee authentication (to the application) and patron authentication (to the web portal).

e. SAML

SAML authentication is not currently supported within the Fusion application or web portal. However, SAML authentication is used for InnoSoft support services to allow clients to utilize single-sign-on credentials to access InnoSoft's online support, document and project management systems.

f. Other federated systems

CAS is fully supported to provide single-sign-on services to patrons accessing the Fusion web portal.

g. OpenID

OpenID authentication is not currently utilized or supported.

h. Any two-factor authentication system

Schlage HK2 biometric hand scanners are fully supported within the Fusion application (for facility access and patron lookup purposes). These devices utilize two-factor authentication.

i. Certificate-based authentication

No certificate-based authentication systems are currently utilized or supported.

j. Other

N/A.

2. IF you support LDAP for authentication or authorization, describe use of LDAP(S). List the LDAP(S) servers integrated with product(s). Describe integration and support with LDAP(S) user database for authentication (*Active Directory/OID*) and authorization using attributes/group memberships.

LDAP is currently supported for authentication only. Authorization of system access privileges are handled internally via Fusion security roles. To configure LDAP integration within Fusion, the following information is required from JMU:

- Whether the LDAP server is utilizing Active Directory
- Protocol Version
- Host
- SSL
- Port Number
- Authentication Type (Basic, Kerberos etc.)
- Base DN
- User Domain (default)

Fusion's LDAP integration can be utilized for both the application and/or the web component. If utilized for the application, employees will enter in their campus credentials in order to gain access to the system. Fusion will check the entered credentials against the LDAP server before allowing any user to access the system. Once an employee has been granted access to the system, his/her level of authorization is managed through the security roles assigned to his/her user account.

If utilized for the web portal, patrons will enter in their campus credentials in order to gain access to their patron records within the portal. Once a patron has successfully logged into the portal, he/she will be authorized to access specific products and services online. Fusion can also accommodate non-campus patrons by allowing these individuals to sign-in with credentials managed outside of LDAP (internal to Fusion).

3. Describe handling access to licensed/copyrighted content where access must be restricted.

Users can be restricted from any licensed/copyrighted content within Fusion via security roles. These roles can be utilized to restrict access to specific fields or interfaces. Access credentials to the Fusion server(s) can also be controlled and closely monitored to protect any licensed/copyrighted data on the server(s) from outside intruders.

4. Describe your use of authentication credentials and associated attributes, group membership, roles, etc. to make authorization decisions. Include method(s) and granularity of authorization of access to data and services (e.g. individual accounts, IP address, unix groups, LDAP groups, Active Directory accounts.)

JMU can choose between two basic methods. The first is to utilize Fusion's internal user authentication tools to create and manage usernames/passwords. The second is to use an external authentication system to verify user credentials. Fusion is compatible with most standard types of LDAP servers (Active Directory, Kerberos etc.) to control access to the application. In order to use this second method, an administrator must configure specific integration settings within the application (i.e. LDAP host, port number, authentication type, base DN, user domain and user ID field).

For the Fusion web component (patron-facing online storefront), Fusion is compatible with Shibboleth or CAS to provide single sign-on/authentication services. Integration has already been completed for other clients using these two services and so either can be activated for JMU.

Once an employee is authenticated and is provided access to Fusion, privileges are managed internally; as he/she is restricted to the system access privileges outlined in his/her Fusion security role(s). JMU has complete control over the use and configuration of security roles within the application. An administrator can add/customize any security role and can assign multiple roles (if needed) to a user to layer groups of related privileges. Each role identifies a specific group of system access privileges (i.e. "Can process refund" or "Can schedule facilities").

Additionally, system access can be restricted at a variety of different levels including field and transaction. Examples are listed below:

Field Level: Disable "Edit Member Bank Account Details"

Transaction Level: Disable "Refund Orders"

Modular Level: Disable "Point of Sale"

5. Describe how and where any sensitive data (e.g. credit card, financial data, SSN, FERPA, HIPAA or other legally regulated data) including authentication credentials, is stored on clients, servers, and participating external devices. Is it cryptographically protected? If so, provide details on cryptographic protocols, procedures, and key protection.

JMU has entire control over the data that is imported and/or entered into the Fusion application. To begin with, JMU can choose not to import any type of data that is subject to FERPA regulations (i.e. home address, telephone number etc.). However, if JMU wishes to collect and store sensitive information, it can configure Fusion's field-level encryption feature on sensitive data fields. Each designated field is encrypted using standard SPA-1 level encryption.

6. Describe auditing and logging capabilities and data. Include the information recorded with each event. For example:

a. Successful and failed authentication or bind

In regards to the online member portal, the following information is logged:

- Status (successful / failed)
- When (date/time)
- Who (username / sso id)

In regards to the Fusion application, only successful logins are logged, but the following information is stored:

- User
- When the user logged in
- When the user logged out
- What computer the user was logged in on

b. Successful and failed access authorization

As internal Fusion security roles control what a user can do within the system after successful authentication, all activity can be tracked. Fusion provides a complete user login history log to view all system access activity broken down by each user account. Fusion then provides reports and/or logs that detail all activity completed under each user's account. If a user is restricted from completing a task via his/her security roles, he/she will be completely restricted from attempting to access that component of the system (i.e. the user will be unable to "click" on the area, or the area will not be viewable for them).

c. Successful and failed policy change

For every object that is created or updated, Fusion records:

- The user ID of the creator of the object
- The user ID of the last user to update the object

An object is referring to anything found/created within Fusion (i.e. membership, person, program etc.).

7. Describe the effects of auditing and logging on a production implementation. Is the proposed system sized for full audit capability? Describe auditing methodologies and capabilities for managing integrity and change control. Describe elements captured with the audit process.

All system updates/changes are logged within the database (i.e. sales transactions, equipment checkout processes, system configuration modifications etc.). All events can be tracked at least by user, workstation and date/time. Fusion provides some automated alerts to notify a user of abnormal events (i.e. Fusion displays an error message to a user for an abnormal event which also automatically notifies all support agents). Other facilities include reports (i.e. zero-dollar transaction report, equipment checkout history etc.) and views (user login history view, hardware control log etc.). Other logs may only be accessible by support agents (i.e. not displayed within the UI). We are happy to provide any historical data requested by an administrator. No sensitive information is contained within these logs.

a. Describe enterprise audit capabilities

The majority of system events, such as user access attempts, system alterations and transactions can be tracked within a thorough audit. Some of these events are displayed directly within the Fusion UI (i.e. user login history, facility scheduling history etc.) whereas others are stored outside of the UI. Furthermore, various logs/events can be viewed within Fusion's reporting tool (i.e. zero-dollar membership sales, refunds, facility access history etc.). All clients can request access to any stored log/audit trail that is not displayed within the system.

b. List the events and logs that can be sent to an external syslog server

All object changes/creations can be sent to an external syslog server. As mentioned above, Fusion stores the original user ID of the creator of an object as well as the last individual to update an object.

c. List the events and logs that cannot be sent to a syslog server

Any event or log that is collected within the system should be transferrable to an external syslog server.

8. Provide up to date, signed documentation that the offered solution and vendor is compliant with all PCI DSS and PADSS requirements if applicable. Provide documentation of your most current PCI system scan and the signature page from your Record of Compliance (ROC) or Attestation of Compliance (AOC).

Fusion remains completely outside the scope of PCI DSS Compliancy, as it does not store or process any credit card information. For an online transaction completed through Fusion's member portal, Fusion relies on third party payment gateway systems (i.e. Touchnet, Cashnet, Authorize.net, PayPal etc.) to process card data. Fusion manages a patron's online experience until checkout, where the payment process is then handed over to the payment gateway.

For card-present payments, Fusion relies on standalone PCI Compliant 3rd party credit card processing terminals to process card transactions. Fusion tracks and stores relevant transactional information (i.e. customer information, tender type, authorization number, amount etc.) but at no point does it store or touch credit card information. Therefore, Fusion remains outside the scope of PCI DSS compliance.

H. Maintenance and Support:

Because consistency and stability of the operating environment and rapid correction of system failures are critical to James Madison University, major consideration will be given to the amount and extent of hardware and software maintenance coverage and to the quality of maintenance.

1. Describe the maintenance philosophy including frequency of updates, approach to completing updates, and model for obtaining them.

Major Fusion upgrades are released approximately 4 times a year. Additional point enhancements are released approximately 10-12 times per year. An upgrade usually requires a downtime of between 5-15 minutes, and an InnoSoft installer usually coordinates a time to perform the upgrade during an off-peak time. Software upgrades do not usually require additional technical resources, as they can be done remotely by InnoSoft (assuming the appropriate remote access credentials are provided). Once an update is published to a client's server, each individual workstation is automatically updated via Microsoft "Click-once" deployment.

All clients are notified by InnoSoft staff when a new release is available. Each client can also subscribe to automated release note notifications to obtain details regarding what is contained in each new release/update.

2. Describe capabilities for remote support and indicate what access to accounts and systems is required. Describe the locations from which this activity would take place. Describe any maintenance options/tiers and whether they vary in cost by time of day, response time, etc.

InnoSoft technicians perform the majority of support processes remotely using a variety of methods outlined below:

- *Telephone Support:* An InnoSoft technician may field a call from a client or may call him/her directly to walk through a simple issue/question.
- *Screen Share Session:* An InnoSoft technician may assist a client using common screen share applications (i.e. "Join.me"). This method allows a support agent to view a client's screen in order to obtain a better understanding of the issue/problem encountered.
- *Remote Server Access:* This is the most preferred method of support for any significant bug/issue encountered by a client. If supplied with the appropriate remote access credentials, a support agent can access a client's instance of Fusion directly to apply changes and/or test for the issue encountered. The methods for this type of access are described below:
 - *Option One:* Direct TCP/IP connection to the Fusion database over VPN
 - *Option Two:* Direct TCP/IP connection to the Fusion database from a static IP address (cannot be combined with VPN)
 - *Option Three:* If neither of the above options can be accommodated, the client must purchase a license of RedGate SQL Compare which must run on an internal server with direct TCP/IP access to the Fusion database. This 3rd party software is required for the installation and update of Fusion (as well as for support).

All support would be conducted from the support agent's home office, which would be located in either Canada or the United States (InnoSoft has a support office in Ontario and in Louisiana).

All methods/types of support are included in licensing fees for the term of the agreement.

3. Describe services that may be required in the normal course of operating the system that are not covered under the maintenance contract.

All standard maintenance/support services are covered during the length of the contract. The only additional services that would not be covered would be the performance of custom enhancement work to the system based upon a request from JMU that does not benefit any other institution and that requires an accelerated timeline (i.e. a one-time custom work project specific to JMU that was not initially agreed upon).

4. Describe the maintenance costs for the first year, and, on the basis of an annually renewable contract, the maintenance costs for each of the following five (5) years.

All maintenance and support costs are included in the software licensing fees for the term of the agreement. This includes unlimited 24/7 toll-free telephone and online support. Maintenance and support costs will continue to be included in any subsequent license renewal.

5. Describe the procedures for obtaining services for all types of maintenance (e.g. installation of corrective code, enhancements, applicable "escalation" procedures for providing additional assistance in diagnosing a failure that is not resolved in a timely manner to include notification procedures and timing as well as what higher levels of assistance will be made available.)

JMU employees can request support through two services. The first method is to call in to InnoSoft's dedicated 24/7 toll-free support line. If available, a support agent will field the call and will work to resolve the issue immediately. If all agents are unavailable, a message is automatically left and a support ticket is created for the call. InnoSoft guarantees that a support agent will contact JMU within one hour to begin resolving the issue. The second method to request support is through the submission of a support ticket through InnoSoft's online ticketing system. This system can be accessed through either the Fusion application or from a standard web browser. A user can include a description in the ticket of the issue experienced as well as any appropriate attachments (i.e. screen shots).

A ticket is created for any inquiry regardless of whether it is submitted via the toll-free number or through the online support system. All support agents are immediately notified of the incoming support inquiry. The agent best-suited to resolve the issue will then respond to the support ticket. If the support agent is unable to rectify the issue, he/she will escalate the ticket appropriately to the next level of support (i.e. senior support agents and/or developers).

6. Describe the nature of any continuing research and development performed by the manufacturer to detect and correct problems in the system design, to improve efficiency, and/or to enhance the capabilities of the system proposed.

InnoSoft developers continue to develop Fusion based specifically upon campus recreation client feedback and prevailing industry trends. The Fusion product continues to grow at a rapid pace as upwards of 12 new releases are made available on an annual basis. The development team follows an internal product development roadmap that dictates the major system enhancements and changes to be worked on at any given time (based on the number of requests for a specific feature). All enhancements focus around system usability and system efficiency. Furthermore, the InnoSoft development team has direct access to all customer support tickets in order to administer system bug fixes and enhancements in a timely manner. The development team continues to offer a balanced mix of system enhancements and fixes within each new release.

7. Describe your approach to security reviews during each phase of the software development lifecycle.

InnoSoft technicians include various security enhancements/patches within the standard release process. As they prepare a new publish for release, the technicians rigorously test the system for any security vulnerabilities or gaps. Enhanced testing is conducted when significant alterations have been made to the core infrastructure of the system (i.e. to accommodate a new version of SQL or to accommodate a new payment gateway or external system).

Additionally, as the product and company continue to grow, new security policies and practices are continuously adapted into Fusion as more and more campus infrastructures are encountered (as each campus has its own set of internal security policies/practices that must be followed). So, each new installation acts as type of security review as the system must at some points be altered to meet requirements.

8. Describe the procedures followed in distribution of information to James Madison University pertinent to system problems encountered at other locations, along with the solutions to those problems, when such information is relevant to the University's software.

JMU will be notified of any system problems encountered by other institutions if the problem relates to JMU's utilization of Fusion. InnoSoft provides a client relations coordinator whose responsibility is to proactively communicate with each client regarding Fusion updates and issues. JMU will also be notified automatically of any bugs/bug fixes if its users subscribe to Fusion's automated release notes.

9. Describe procedure for handling upgrades. Specify how often upgrades are made to the application software and how "patches" and "fixes" to the systems are handled. Describe if and how your product impacts our ability to apply security updates in a timely manner to underlying or supporting products (e.g. Windows, Linux, Java, Oracle, MS Office, Web server). Timely is defined as no later than 30 days from the time of vendor release.

InnoSoft does not currently deploy a stringent product release/enhancement schedule as the majority of releases are driven by the desire to provide enhancements and fixes as quickly as possible to our client base. Major Fusion upgrades are released approximately 4 times a year. Additional point enhancements are released approximately 10-12 times per year.

An upgrade usually requires a downtime of between 5-15 minutes, and an InnoSoft installer usually coordinates a time to perform the upgrade during an off-peak time. Software upgrades do not usually require additional technical resources, as they can be done remotely by InnoSoft. Each individual workstation update is completed via Microsoft "Click-once deployment" which automatically downloads and installs the update. InnoSoft provides indefinite support for older versions of Fusion. All clients are eligible at any time to upgrade to the latest version of Fusion at no cost. The majority of our clients elect to use the most up-to-date version of Fusion.

The installation of Fusion any the completion of any subsequent upgrades will have no impact on JMU's ability to apply security updates in a timely manner to underlying/supporting products.

10. Describe the nature of system enhancements in development that are scheduled for release in the next twelve months.

As InnoSoft continues to grow over the next twelve months, Fusion will continue to be enhanced based specifically upon client feedback. The primary focus of all system enhancements will continue to focus on usability and simplicity. InnoSoft also plans to release significant enhancements and functionality for the online member portal (i.e. locker sale/renewal functionality online, equipment reservation, mobility enhancements etc.) as more institutions focus on enhancing their web presence. Furthermore, InnoSoft plans to enhance Fusion to allow for cross-platform mobility (i.e. Mac, Android) to provide the ability to use Fusion on any workstation or mobile device. Lastly, InnoSoft developers plan to enhance Fusion on the backend to allow for compatibility with true cloud hosting. This will allow Fusion to be hosted on Microsoft's true cloud service "Azure," which will provide InnoSoft clients with a fully redundant and secure hosted solution.

11. Describe all responsibilities of both the contractor and James Madison University in the isolation and diagnosis of system failures.

If a problem occurs once Fusion has been installed, InnoSoft support staff must be notified via phone or through the online ticketing system. A priority status (i.e. urgent, normal, less urgent etc.) is assigned to the issue depending on the severity, and an appropriate staff member is assigned to the support ticket. All correspondence is documented through the support system and InnoSoft is responsible for notifying JMU of progress from start to completion. If the severity of an issue increases, additional staff resources are assigned to the ticket. JMU staff are responsible for providing accurate and up-to-date feedback to InnoSoft support staff regarding any outstanding issue when requested.

12. Describe your "escalation" procedure.

A ticket is created for any inquiry regardless of whether it is submitted via the toll-free number or through the online support system. All support agents are immediately notified of the incoming support inquiry. The agent best-suited to resolve the issue will then respond to the support ticket. If the support agent is unable to rectify the issue, he/she will escalate the ticket appropriately to the next level of support (i.e. senior support agents and/or developers). The following tiered support structure is in place:

Level 1 Support: Usually involves intermediate functional questions or common FAQs related to best practices or "how to's." A client can self-serve by browsing through the online documentation system or can contact a support agent via telephone or through the ticketing system.

Level 2 Support: Usually involves advanced functional questions or minor non-critical bugs encountered. A client can contact a support agent via telephone or through the online ticketing system (our support agents are trained to handle up to Level 2 support inquiries).

Level 3 Support: Usually involves major system errors/bugs encountered that require immediate action. A client can contact our support agents via telephone or through the online ticketing system. An agent may attempt to resolve the issue if he/she is comfortable with the situation but will otherwise redirect the inquiry to the appropriate developer.

I. Hosted Applications:

The university occasionally explores opportunities for hosting applications external to the university. If hosting is an option for this project, then complete the following section. If hosting is not an option, there is no requirement to respond.

1. Describe where services and data storage are located geographically.

InnoSoft has support/development offices in Campbellville, Ontario and New Orleans, Louisiana. InnoSoft's 3rd party hosting solution 100tb offers data centers in the following cities: Salt Lake City, Washington DC, Dallas, Seattle and San Jose.

2. Describe how applications are secured inside your firewall.

For all vendor-hosted installations of Fusion, InnoSoft utilizes Windows Server 2008, which allows for InnoSoft technicians to secure the application using Windows Firewall and Advanced Security. Only secure ports would be enabled to allow for client workstations to access the application.

3. Describe your approach to applications and how they are hosted on servers. (*Will the JMU application(s) reside on dedicated physical/virtual servers?*) Describe the different levels of security for different application layers.

InnoSoft supplies each client with the choice to be hosted either on a dedicated physical server or on a dedicated virtual instance. Different fees apply to each item, which allows JMU to select the most cost-effective hosted solution for its deployment. InnoSoft references and utilizes similar server specifications as those listed for a campus-hosted solution supplied earlier in this response. Whether the system is hosted on a physical or virtual server, the architecture is secured using the appropriate Windows firewalls, access credentials, internal encryption (field level) and SSL certificate (to secure data in transit from the server).

4. Describe the network layer security you provide.

Data between JMU and the hosted solution would travel over the Internet via ports 80 and 1007-1009 (although more desirable ports can be specified by JMU). Windows Firewall and Advanced Security (provided with Windows Server 2008) are configured appropriately on the Fusion server architecture to provide an additional layer to the defense-in-depth model. Furthermore, the utilization of NAP (Network Access Protection) helps to ensure that all client workstations comply with all network policies. Lastly, a supplied SSL certificate can be enabled to secure data travelling over the network.

5. Describe your methodology for handling patches and software updates.

Upgrades are applied using a very similar process for that of an onsite hosted solution. However, upgrades are usually more easily applied with a vendor hosted solution because InnoSoft technicians would have full access to the database (in rare cases of campus-hosted solutions, InnoSoft technicians are sometimes required to schedule a remote session with a campus IT representative to apply any updates).

- 6. Describe your approach to screening employees and the level of experience preferred.**
All InnoSoft employees are thoroughly screened before hiring. The screening process includes extensive reference checking and possible background checks. InnoSoft prefers to hire employees from the campus recreation community; all existing support agents have information technology experience within a university/college campus recreation setting. Access to client servers is granted only to those employees who have been thoroughly screened and possess the appropriate level of technical experience. All access to these servers is closely monitored by the InnoSoft management team.
- 7. Describe how you track attacks. Describe your approach to informing JMU about attacks.**
InnoSoft's technical team monitors the performance, stability and integrity of all hosted solutions on a daily basis. Team members monitor all servers using the vendor supplied "Tera Control Panel." This control panel provides tools to monitor all aspects of the hosting environment including failure and attack attempt reporting. All attack attempts are reported to any client affected.
- 8. Describe the audit and security infrastructure testing process you utilize and the frequency of those audits/tests.**
Audit and security infrastructure testing is applied on a periodic (i.e. monthly) basis to InnoSoft's hosted environments. InnoSoft technicians continuously monitor the release of any updated security patches/enhancements and generally search for new patches on the 1st of each month. They then apply all security patches/updates to client server infrastructure during scheduled maintenance periods (i.e. outside of normal business hours). The exact timeframe of each installation depends completely on a client's preference and preferred downtime. After any patches/enhancements have been deployed, the technical team performs various security scans to search for any vulnerability and if any is detected, it is remedied accordingly.
- 9. Describe your approach to security reviews during each phase of the software development lifecycle.**
InnoSoft technicians include various security enhancements/patches within the standard release process. As they prepare a new publish for release, the technicians rigorously test the system for any security vulnerabilities or gaps. Enhanced testing is conducted when significant alterations have been made to the core infrastructure of the system (i.e. to accommodate a new version of SQL or to accommodate a new payment gateway or external system). Once a new release is deployed to a client's hosted environment, InnoSoft technicians perform various security scans to detect any new vulnerability not already encountered. Any new threats/vulnerabilities detected are addressed and are included in the subsequent update.

10. Describe the vulnerability detection and response process surrounding your product and hosting infrastructure. Describe your patch release strategy for problems found.

InnoSoft support agents continuously monitor the integrity and security of all hosting services. They perform routine checks on a weekly basis to ensure that all infrastructures are operating as designed. They also perform routine performance and security checks to ensure each client is receiving optimal performance and integrity. InnoSoft's hosting service 100tb provides a "Tera Control Panel" that provides the following services to the support staff: standard server administration tools, DNS setup and management, SSL certificate management, bandwidth monitoring, OS reload, system reboots, IP management and routing and software licensing management. InnoSoft also purchases server monitoring services from 100tb to continuously monitor for security breach attempts or attacks. All clients are notified of any attempted security breach to the server. If a problem is found that requires a release to fix, InnoSoft developers will apply the patch release outside of a client's normal/peak operating hours. The installation of a patch release usually requires between 15-30 minutes of downtime.

11. If hosted, provide results of the latest penetration test and vulnerability scan performed on your system.

The following are the results of the latest Nessus penetration/vulnerability scan performed on the system:

SSL Version 2 Protocol Detection

Description: The remote service accepts connections encrypted using SSL 2.0, which reportedly suffers from several cryptographic flaws and has been deprecated for several years. An attacker may be able to exploit these issues to conduct man-in-the-middle attacks or decrypt communications between the affected service and clients.

SMB Signing Disabled

Description: Signing is disabled on the remote SMB server. This can allow man-in-the-middle attacks against the SMB server.

Both issues were resolved within the hour by taking the following actions:

1. SSL 2.0 was disabled and replaced with SSL 3.0.
2. Enforced message signing within server configuration (found within Local Security Policy)

12. Describe your physical and cyber data center security. Describe what measures are in place to prevent employees from viewing data they are not authorized to see or outsiders from hacking into the system.

The 3rd party hosting service that is typically utilized by InnoSoft for vendor-hosted deployments is "100tb.com." This hosting service is SAS70 Type II and SSAE16 certified. Its data centers include N+1 generators each with multi-day fuel reserves. Each facility has advanced cooling features and pre-action fire suppression. All of their locations are physically secured with two-factor authentication (proximity and biometrics).

All InnoSoft employee access to hosted environments are tightly controlled by the InnoSoft management team. Credentials are only supplied to those staff that have been properly screened and who hold appropriate technical expertise. Appropriate firewalls are enabled within the server to prevent outsiders from entering the system. Additionally, information in transit to/from the server can be protected using an SSL certificate.

13. Describe your approach and policy regarding ownership of customer data that resides in your data center. Describe customer rights and abilities regarding moving and copying. Describe vendor and partner practices related to moving and copying data.

The data on a client's hosted server remains its property, InnoSoft agrees not to share, sell, rent, lease and/or otherwise distribute any and all client data with/to any third party for any and all uses. These third parties may include:

- Providers of direct marketing services and applications, including lookup and reference, data enhancement, suppression and validation.
- E-Mail Marketers
- Telemarketers
- SMS text-based marketers

InnoSoft also does not use client data for marketing Services-related purpose, and/or marketing and survey purpose, on InnoSoft's own behalf of its affiliates and subsidiaries.

InnoSoft may disclose client data to third party agents and independent contractors that help it create, support, and/or operate its application Fusion. This use is for business operation only, and will only leave the hosting server to be supplied back to the client.

A client may also request data to be moved and/or copied from the hosted server. InnoSoft technicians can complete these tasks based on the preferred method supplied by each client.

14. Describe any exit strategies you offer.

InnoSoft offers migration services for any client to a new hosted platform based on an hourly rate (\$100 per hour) if the request is based solely on a client's preference. If the migration is in the best interest of the client (i.e. if InnoSoft's hosted environment cannot offer an adequate level of performance), InnoSoft will conduct the migration at no cost.

15. Describe your approach to backups and disaster recovery.

The goal of any hosted solution is to remain as redundant as possible. The 3rd party hosting vendor utilized by InnoSoft provides multiple data centers located across a wide geographical area. InnoSoft can install multiple instances of Fusion across this wide area to enhance redundancy. Furthermore, InnoSoft can deploy routine backups to "the cloud" ("box.com") that can be retrieved in case of a catastrophic disaster. InnoSoft would work with JMU to retrieve the appropriate backup and deploy it as quickly as possible to regain operational status.

J. Privacy:

1. Provide your privacy statement.

"The parties will treat any personal information in the possession of the other party that they may have access to under this License as required under applicable privacy legislation and each party's own privacy policy as it exists from time-to-time. Neither party shall use or disclose such personal information in any way except pursuant to the other party's instructions or to the extent necessary to perform this License. InnoSoft will use security measures adequate to the sensitivity of the personal information to protect personal information. If InnoSoft subcontracts any part of its obligations hereunder it will obtain contractual obligations similar to this section from the subcontractor."

2. Identify the type/specific information being collected (*User Data – Anonymous or Personally Identifiable*).

All clients collect some type of personally identifiable demographic data. At the very least, Fusion requires a static ID number and a patron's full name to be stored within the system (as Fusion utilizes these two pieces of information to distinguish between unique patrons). JMU may opt to collect additional demographic information to optimize the level of service they can offer to patrons. The following fields are commonly collected within Fusion:

- First Name
- Last Name
- Static ID Number
- Academic Year
- Program Information
- Picture Name
- Street Address
- City
- State
- Zip Code
- Membership Eligibility
- Birth Date
- Gender
- Phone
- Email
- LDAP Username

JMU can also opt to create additional custom fields to collect any other desired demographic information (i.e. ethnicity, special needs etc.). Any field that is identified as sensitive can be encrypted using standard SPA-1 encryption.

3. Specify who collects the information.

JMU employees are the only individuals authorized to collect information. JMU will manage all automated import routines of data into the Fusion system and will also manage the manual collection of data from patrons during interactions (i.e. during a membership assignment or program registration). JMU has complete control over which employees are authorized access to collect/manage data (through authentication services and Fusion security roles).

4. Specify why the information is collected.

Demographic information is collected in order to provide the appropriate level of service and facility access to all recreation patrons. Many pieces of information that are collected may determine each patron's level of access to specific programming, products and services managed through Fusion (i.e. a patron's affiliation, age, gender etc.).

5. Describe how the information is collected (*explicitly, via Cookies, via Web Bugs, etc.*)

Most demographic information is collected automatically during a scheduled import process, in which one or multiple files are ingested into the Fusion system from an external source (i.e. PeopleSoft). Additionally, information may be collected manually through in-person processes (i.e. an employee setting up a new patron account) or online processes (i.e. a patron setting up his/her own web account).

6. Describe how the information is used.

Information collected is used entirely by JMU employees to manage/provide services to recreation patrons. JMU employees will commonly use this data for sales and reporting purposes. The only instance in which Fusion technical staff would access this information would be during a support scenario in which access to patron information is pertinent to resolving the issue (i.e. if an issue is encountered with a particular student's ID number).

7. Specify how long the information is retained.

Any information collected is stored indefinitely unless JMU submits a request for data purge (all information by default, stored indefinitely for reporting/audit purposes).

8. Describe how the information is stored and kept.

All information is stored directly on the Fusion database in appropriate tables. Only the Fusion application tier has direct access to the database. All client machines must access this information through the application.

9. Describe how the information is secured.

Any information that is collected externally (i.e. through the web portal) can be secured en route to the database using an SSL certificate. Once the data is stored within the database, a variety of security features are enabled to protect it, including:

Firewall Protection: Appropriate firewalls can be enabled to ensure that only appropriate entities can access the database.

Database Encryption: The Fusion Database can be encrypted if using Microsoft SQL Server 2008 R2 Enterprise Edition with Transparent Data Encryption to encrypt data at rest.

Field-level Encryption: Specific fields can be encrypted on a member to protect sensitive information (i.e. medical, special needs information).

Password Policies: Admin users can configure password policies to dictate the strength required for log-in passwords to the system.

Sign-in Authentication: Fusion is compatible with various authentication services, such as LDAP and Active Directory to authenticate users before they are provided access to Fusion.

Security Roles: Roles can be configured in Fusion and can be assigned to user accounts to restrict access to specific data or functions within the system.

User Login History: All user log-in and log-out times are tracked within the system.

10. Specify whether you share the information with another party. If information is shared with another party, then respond to Items a. through h. below relative to this information.

InnoSoft does not share any client information with another party unless requested to by the client (i.e. if the client wishes to pass along eligibility information contained in Fusion to IMLeagues for intramural management). If a client requests that InnSoft enables the sharing of data with a 3rd party component, the manner in which the data is collected, stored and secured is in the same fashion as described in questions 2-9.

a. Identify the type/specific information being collected (*User Data – Anonymous or Personally Identifiable*).

N/A.

b. Specify who collects the information.

N/A.

c. Specify why the information is collected.

N/A.

- d. **Describe how the information is collected (*explicitly, via Cookies, via Web Bugs, etc.*)**
N/A.
- e. **Describe how the information is used.**
N/A.
- f. **Specify how long the information is retained.**
N/A.
- g. **Describe how the information is stored and kept.**
N/A.
- h. **Describe how the information is secured.**
N/A.

11. Specify whether you collect information on JMU or any party related to JMU from third parties. Respond to Items a. through i. below relative to this information.

InnoSoft does not collect information on JMU or any party related to JMU from third parties.

- a. **Identify the type/specific information being collected (*User Data – Anonymous or Personally Identifiable*).**
N/A.
- b. **Specify who collects the information.**
N/A.
- c. **Specify why the information is collected.**
N/A.
- d. **Describe how the information is collected (*explicitly, via Cookies, via Web Bugs, etc.*)**
N/A.
- e. **Describe how the information is used.**
N/A.
- f. **Specify how long the information is retained.**
N/A.
- g. **Describe how the information is stored and kept.**
N/A.
- h. **Describe how the information is secured.**
N/A.
- i. **Specify whether you share the information with another party.**
N/A.

12. Specify the transaction information collected/maintained.

Fusion does not store or process any credit card data (i.e. card number, expiration date etc.). The only transactional information that is collected within the system falls outside of PCI compliance scope and usually includes a tender type, amount, authorization number, patron and transaction date/time.

Proposed Cost

Standard Training and Licensing Fees

The following fee structure consists of the basic service fees that James Madison University would incur within a standard agreement. The structure contains two main components:

- *An Implementation/Training Fee:* This fee encompasses all services provided by InnoSoft to implement the Fusion software and train all client users.
- *An Annual Licensing Fee:* This fee includes an unlimited site license to use the Fusion software for the duration of the agreement. The licensing fee includes all functional components of the software and unlimited users, workstations, software maintenance, support and upgrades.

Optional service options are provided on the subsequent pages (i.e. implementation enhancements, hosting services and test/training licenses). Each option can be selected at the discretion of JMU.

TRAINING FEE		
Training fee is to be paid in full upfront, and includes: <ul style="list-style-type: none"> • 5 full days of onsite training • Workstation set up and testing • Hardware set up and testing (hardware not provided, although we attempt to use existing hardware where possible) • Remote set up of server side components 		\$5 000.00*
<i>*Travel fees excluded. Client can opt for remote training if preferred.</i>		
ANNUAL LICENSING FEE		
1 Year (renewed annually)	3 Years (renewable)	5 Years
\$19 000.00 / year OR \$1583.00 / month	\$18 000.00 / year OR \$1500.00 / month	\$17 000.00 / year OR \$1417.00 / month
Licensing fee can be paid either monthly, quarterly or annually, and includes: <ul style="list-style-type: none"> • Unlimited users and workstations within the <i>James Madison University Recreation Department</i> • All functional areas included (including online portal) • Annual maintenance and support fees (including 24/7 toll free support) • All major and point upgrades to Fusion, including feature requests • All inclusive pricing (InnoSoft does not charge additional transactional fees for payment processing) 		

Optional Implementation Enhancements

The following implementation enhancement options can be selected by any client but are recommended most for those that meet one or more of the following criteria:

- A department that employs 15 or more professional staff (can include Graduate Assistants) and/or oversees multiple recreational facilities
- An institution that is undergoing significant facility construction or upgrade

PRE-TRAINING INFORMATION EXCHANGE	
<p>Pre-Training Information Exchange Fee is to be paid upfront and includes:</p> <ul style="list-style-type: none"> • Up to 2 full days of onsite consultation and meetings completed by an InnoSoft Implementation Specialist • Onsite project preparation/planning with all relevant campus groups including most of the following: <i>Campus Recreation, Information Technology, Student Services, ID Card Office, Bursar Office, Physical Plant, Construction Teams etc.</i> • Thorough discussion of the following topics: <i>Hardware Installation, Server Requirements, Authentication, Student/Staff/Faculty Import Process, Payroll Deduction, ID Card Compatibility, Pictures etc.</i> <p><i>*Travel fees excluded.</i></p>	<p>\$2 000.00*</p>
POST-TRAINING FOLLOW UP	
<p>Training fee to be paid in full upfront</p> <p>Training Fee includes:</p> <ul style="list-style-type: none"> • 2 full days of onsite follow up training • Enhanced training/consultation given for specific user-defined questions and topics • Onsite support and guidance for go-live launch of Fusion (if desired) <p><i>*Travel fees excluded. Client can opt for remote training if preferred.</i></p>	<p>\$2 000.00*</p>

Optional Hosting Fees

The following hosting service deployment options can be selected by any client. A multi-server deployment will increase security and performance but is not required. A client can scale between deployment options if desired.

ANNUAL LICENSING FEE		
1 Server Deployment	2 Server Deployment	3 Server Deployment
\$495.00 / Month	\$790.00 / Month	\$1085.00 / Month
<p>Hosting fees can be paid either monthly, quarterly or annually</p> <p>Hosting Fees include:</p> <ul style="list-style-type: none"> Leasing of dedicated server space All server maintenance, support, backup and disaster recovery services Purchase of SQL Server 2008 Standard Edition license Installation and update services 		

Optional Training/Test Environment

The following fee structure outlines an additional licensing fee that can be selected to obtain a dedicated test/training Fusion environment.

TRAINING/TEST ENVIRONMENT	
<p>Training/Test Environment licensing fees can be paid either monthly, quarterly or annually (prorated based on current licensing agreement)</p> <p>Training Instance includes:</p> <ul style="list-style-type: none"> A dedicated training environment to test functionality/configurations and train employees Regular updates to be completed prior to or during completion of production updates Optional database mirroring of existing production environment 	<p>\$1 200.00 / year</p> <p>OR</p> <p>\$100.00/ month</p>

Basic Cost Summary (For 1 Year Renewable Term)

Overview of Fees:

- A. Software Licensing (Unlimited Site License)
\$19,000.00 (\$19,000.00 annually)
- B. Training and Implementation Services
\$5,000.00 + travel expenses
- C. Customization Services
Included
- D. Unlimited Maintenance and Support
Included
- E. Transactional Fees
N/A
- F. Software Releases and Upgrades
Included
- G. Hardware
InnoSoft will attempt to use existing hardware. Additional hardware may be ordered by the University Recreation Department if desired (please see supplementary hardware information included with response)

Total Cost Schedule (Not Including Optional Items)

Year 1
\$24,000.00 + Travel Expenses

Year 2-9 Renewal Option
\$19,000.00/annually

****JMU would receive cost savings of \$1000.00 - 2000.00 annually for an upfront commitment of three or five years, respectively.***

Previous VASCUPP Sales

At the present time, InnoSoft has not contracted services with any other VASCUPP Member Institution.

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years 6 Months 5

3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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Client references are included within RFP response (page 13) because of limited space within this section.

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

Brian Foster, Chief Executive Officer

294 Wolfe Street, London, Ontario, N6B 2C5

Harrison Kelly, Sales Executive

294 Wolfe Street, London, Ontario, N6B 2C5

5. **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 2.2-3100 – 3131?

[] YES [x] NO

IF YES, EXPLAIN:

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: InnoSoft Canada Inc. **Preparer Name:** Harrison Kelly
Date: March 11th, 2013

Is your firm a **Small Business Enterprise** certified by the Department of Minority Business Enterprise?
Yes _____ No X

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Minority Business Enterprise? Yes _____ No X

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Minority Business Enterprise? Yes _____ No X

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the Collection Services contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM**

Program, all certified women-owned businesses are also a small business enterprise.

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Minority Business Enterprise (DMBE) to be counted in the SWAM program. Certification applications are available through DMBE at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at www.dmb.virginia.gov (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: RFP# MLO-690
 Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Bid/Proposal and Subsequent Contract

March 11th, 2013
 Date Form Completed

Offeror / Proposer:
InnoSoft Canada Inc.
 Firm

294 Wolfe Street, London, Ontario, N6B 2C5
 Address

Harrison Kelly / 888.510.3827 ext. 704
 Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	DMBE Certification Number or FEIN No.	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)	Federal Employer Identification Number
-	-	-	-	-	-	-

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED



March 14, 2013

ADDENDUM NO.: ONE

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# MLO-690**
Dated: **February 22, 2013**
Commodity: **Recreation Management System**
RFP Closing On: **~~March 15, 2013 at 2:30 p.m. (Eastern)~~**
March 19, 2013 at 2:30 p.m. (Eastern)

Please note the clarifications made on this proposal program:

1. The RFP closing date and time has been extended to March 19, 2013 at 2:30 p.m.

A signed acknowledgement of this addendum must be received by this office either prior to the proposal due date and hour or attached to your proposal. Signature on this addendum does not constitute your signature on the original proposal document. The original proposal document must be signed also.

Sincerely,

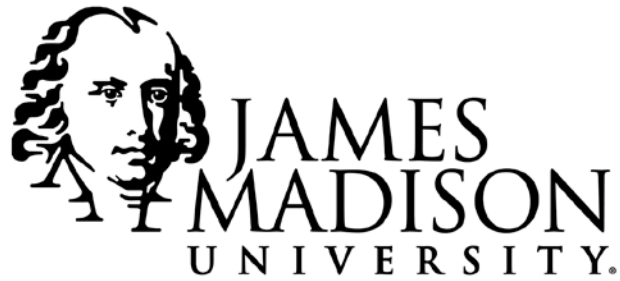
Matasha Owens, VCO
Buyer Senior
Phone: (540-568-3137)

Name of Firm

Signature/Title

Printed Name

Date



Request for Proposal

RFP # MLO-690

Recreation Management System

February 22, 2013



College of William and Mary
George Mason University
James Madison University
Old Dominion University
Radford University
The University of Virginia
Virginia Commonwealth University
Virginia Military Institute
Virginia Tech

REQUEST FOR PROPOSAL
RFP # MLO-690

Issue Date: February 22, 2013
Title: Recreation Management System
Issuing Agency: *Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807*

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:30 p.m. on March 15, 2013 For Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information and Clarification Should Be Directed To: Matasha Owens, VCO, Buyer Senior Procurement Services, 540/568-3137 (Fax) 540/568-7936 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Title: _____

Date: _____

Phone: _____

Web Address: _____

Fax #: _____

Email: _____

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☐ NO; IF YES ⇒ ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY **IF MINORITY**: ☐ AA; ☐ HA; ☐ AsA; ☐ NW

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, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP # MLO-690

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[A.](#) Offeror Data Sheet

[B.](#) SWaM Utilization Plan

[C.](#) Sample of Standard Contract

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide a Recreation Management System for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for nine (9) additional one year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 20,000 students and 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

University Recreation (UREC) offers educational programming areas to include Adventure, Aquatics, Challenge Courses, Fitness, Group Fitness, Informal Recreation, Intramural Sports, Nutrition, Safety, Sport Clubs, Wellness and Youth Programs. UREC offers over 200 not-for-credit educational programs each semester and over 100 group fitness classes each week.

The main UREC facility is a multi-level fitness and wellness center with over 140,000 square feet of activity space. Over 4500 students visit the facility on a weekday during the academic semesters. UREC also houses an equipment center where sports and camping/outdoor equipment can be checked out or rented. Personal training, fitness/nutrition analysis and massage services are also available for a fee.

UREC also encompasses several satellite facilities. University Park, located near campus at 1090 Devon Lane, serves as the students' "backyard," accommodating up to 4,000 participants when fully utilized. University Park includes opportunities for drop-in recreation, structured Intramural Sports and Sport Club programs, as well as a team and leadership development program. Facilities include an open event lawn, tennis, sand volleyball and basketball courts, sports turf and pavilion. Additional UREC satellite facilities include East Campus Fields, spaces within Godwin and Memorial Halls, and several fields and courts around campus.

The University Recreation Center (UREC) is currently utilizing several different software programs. Some have been produced in-house via Microsoft Access and others have purchased for management of various functions. These functions include program registration (online and in person) for group fitness classes, free programs, and revenue based programs, team management for Intramurals, as well as scheduling appointments for massages. The programs were selected to perform individual tasks; however, the University is now looking for an integrated system.

The University uses Oracle/PeopleSoft Campus Solutions. JMU uses Exchange 2010 as its email system for faculty/staff and Windows Live for students.

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

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses, and businesses owned by women

and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

The contractor shall have available and be able to demonstrate the use and functions of the following components and/or features for a Recreation Management System. Describe in detail the manner in which each item is addressed by the system.

A. Application Functionality:

1. Describe the features, functionality, administration, and ease of use of proposed Recreation Management System.
2. Describe in detail member management capabilities to include membership and sub-membership, user defined fields, membership expiration notifications, etc.
3. Describe in detail online service capabilities to include:
 - a. Program registration, facility reservation requests, facility schedule, and purchase of guest passes.
 - b. Member account look-up, inquiry, and payment capabilities.
 - c. Member renewals, statements, and transaction listing.
 - d. Compatibility with JMU credit card processing policies. See <http://www.jmu.edu/finprocedures/4000/4125.shtml>.
4. Describe in detail front desk check-in and check-out capabilities to include:
 - a. Member and non-member guest check-in and check-out.
 - b. Access restriction to facility based on time of day, day of week, membership type, date of birth, etc.
 - c. Data fields, patron images, and global front desk messages displayed at check-in.
 - d. Visit list, length of visit, and exception report.
5. Describe in detail accounts receivable capabilities to include complete transaction history, sales reporting, audit trail, and current account balances by time period (i.e. 30, 60, 90 day).
6. Describe in detail point of sale capabilities to include:
 - a. Sales, refunds, voids, prorates, and discounts.
 - b. Sales and payment screens, and item lookup.
 - c. Customizable receipts.
7. Describe in detail point of sale items capabilities to include sales and payment screens, scanning, item picture description, and pricing based on membership types.

8. Describe in detail inventory management capabilities to include:
 - a. Integration of point of sale (POS) system, utilize SKU bar codes, and ability to set re-order levels.
 - b. Restrictions on number of inventory categories and items.
 - c. Utilize SKU bar codes, hide inventory items, and reserve equipment.
 - d. Receive and adjust inventories, generate inventory numbers, and automated adjustment count sheet.
9. Describe in detail facility management capabilities to include:
 - a. Restrictions on number of facilities and spaces.
 - b. Setup and tear down times for reservation.
 - c. System notification and prevention of double bookings or multiple requests.
 - d. Reservation tracking with user defined fields.
10. Describe in detail locker management capabilities to include:
 - a. Restrictions on number of lockers by sections/subdivisions and category (i.e. student, faculty/staff, alumni, guest).
 - b. Lock, combination, and serial number management.
 - c. System notification process and rental period (i.e. day, month, semester, or term, and year).
11. Describe in detail program registration capabilities to include:
 - a. Restrictions on number of registrations, sessions, categories, courses, and programs.
 - b. Registration start and end date, class list, attendance sheets, and program restriction set-up (i.e. minimum and maximum sizes, gender, age, etc. requirements).
 - c. Fees based on early-bird, member, non-member, or membership type.
 - d. System confirmation notification to registrants.
 - e. Transfer of participants between programs and wait list for classes.
 - f. Deposit, partial payment, refund, forfeiture and late fee process.
12. Describe in detail equipment check-in/check-out capabilities to include:
 - a. Restrictions on number of equipment types and items.
 - b. Rental packages, late, damage, and replacement fees.
 - c. Track equipment rental and usage, and unreturned equipment.

d. Configurable check-in/check-out screen.

13. Describe in detail available hardware and associated costs.

B. Application Technology:

1. Describe how the modules function as an integrated whole and detail any limitations in their ability to function independently from other modules.
2. Describe the application security features for data, for each module, and for the system. Describe all row-level security options as well as any field-level encryption available.
3. Describe any transactions or functions that are not done on a real time basis and list batch jobs required for this function.
4. Describe how menus are used within the system and if menus are customizable and/or configurable. Define what *customizable* and *configurable* mean for your application.
5. Describe the extent to which the user can configure or customize all forms, reports, input/output screens, formats, etc. to brand the application for JMU. Define what *modifiable*, *customizable* and *configurable* mean for your application.
6. Describe the tools and expertise which university technical staff would use to support, troubleshoot, configure or customize the application.
7. Describe other customizations available and associated cost, i.e., hourly and fixed fee.
8. Describe how configuration and customization will affect future releases of software.
9. Describe workflow functionality included with the application and provide a list of any function for which workflow is already built and delivered.
10. Describe how JMU's e-mail systems would be incorporated with your system's operation. (*Faculty/Staff – on-premise Exchange and students - Live@Edu*).
 - i. Describe third party e-mailing, if this functionality is part of your solution. What messaging service is utilized by your system? Describe details of how messages look (*from, etc.*)

C. Reporting:

1. Describe application approach/strategy for reporting including the approach to ad-hoc reporting for power users as well as the occasional user.
2. Describe all reporting tools supported and how they integrate with the product. Does application licensing include any of the products?
3. Provide a list of all reports delivered as part of the base product including a short description of each. Also include a sample of several reports for review.
4. Describe reporting output formats available.
5. Describe the types of reporting that would typically require Information Technology staff

support.

D. Services:

1. Describe the training options and include a catalog of training offerings and their associated costs. Response should include differentiation between technical staff and end-user training.
2. Describe services available from your company and/or partners including pricing information that may be included in the final contract. Examples of services that could be included are:
 - a. Implementation
 - b. Development
 - c. Project Management
 - d. Architecture and Design
 - e. Capacity Planning
 - f. Installation and Configuration
 - g. Performance and Scalability
 - h. Conversion
 - i. Monitoring, administration and upgrades
 - j. Operations metrics
3. Describe the support options available through your company including on-going support of the application. Describe what portions of support to be performed by IT, the customer versus the vendor.
4. If support is provided to end-users directly as part of your services, provide the SLA under which you would operate.

E. General:

1. Describe typical implementation timeline and project plan and include examples of previously used project plans.
2. Describe your approach to test and production environments including licensing requirements and any additional costs.
3. Describe how product(s) addresses accessibility to ensure the application is accessible to people with disabilities. Describe testing for adherence to accessibility guidelines and standards. Provide documentation of the testing performed and results of that testing including the Web Accessibility and Template Guide (WATG located at <http://www.vadsa.org/watg>).

4. Describe the Help system(s) and how it can be modified.
5. Describe your relationship with the vendor(s) of any third party tools (*i.e. reporting tools, application server and DBMS vendors, etc.*) included in this proposal including licensing, costs, support for the product(s), and versions (*e.g. full or modified*).
6. JMU is interested in developing a strategic relationship with the successful vendor. Provide information regarding ideas on how such a relationship can prove mutually beneficial.
7. Describe active user groups and how they function.
8. Describe licensing. If licensing is based on number of users, describe the models used to obtain numbers both for current and future usage.

F. Technical:

1. Provide a detailed diagram of the typical architecture/technical environment required for the system. List all protocols and ports used for communications and indicate which components are clients and which are servers and whether the communications are fully, partially, or not encrypted. Specify any communications paths where unencrypted authentication or other sensitive data are passed. List all third party dependent integration points and data paths including any web content included from or sent to outside parties.
2. Describe the toolset from which your application is derived.
3. Describe hardware and software requirements for the proposed system(s) along with any sizing assumptions made to arrive at those requirements.
4. Describe supported server hardware and/or virtualized platforms. Describe support for the following operating systems: Linux and Windows. If virtualization is supported, what virtualization technologies are supported including what components can be virtualized?
5. Describe support for load balancing and system failover including any and all vendor specific preferences. Also include any vendor specific configuration guides.
6. Describe how scalability is accomplished as the criticality of the system(s) and number of users increase.
7. Describe the system capabilities and options for the backup and restoration of the system components (*example: database*)
8. Describe the average client response time for all the various functions of the proposed system.
9. Describe services not available during scheduled maintenance.
10. Describe any standard and proprietary APIs, integration/connection resources, and development languages and tools that extend your toolset.
11. Describe the client operating system and browser requirements for your toolset. List any additional client-side software required for development/management of your toolset.
12. Describe any aspects of your application that do not support the Macintosh. Describe any

changes to default browser or client security settings.

13. Describe any functionality loss, installation problems, upgrade problems, or other difficulties if client applications are run using a regular user account.
14. Describe your support for mobile technologies including technology used, distribution method, functionality, integration and development toolset and security.
15. Describe requirements for application servers. Describe specific platform recommendations or requirements for certified configuration (*e.g. WebLogic, and Apache Tomcat*); include either specific application server version or required J2EE version.
16. Describe support for web servers (*i.e. Apache, Weblogic and IIS*).
17. Describe the supported database platforms including versions and include any information on additional features required of the DBMS needed to support the functionality of your system as proposed.
18. Describe your SLA to stay current with versions of software utilized by your product.
19. Provide an overall compatibility matrix of software required to operate your system. As appropriate, and at a minimum, this should include operating systems, drivers, browsers, JDKs, and compilers.
20. Describe support for real-time access to data through some other method (*e.g. on-the-fly access to database through ODBC, ADO, JDBC, LDAP, etc. allowing dynamic web content and applications*).
21. Describe support for integration with JMU's existing systems listed in the background statement including pricing, availability of APIs, toolkits for creating connectors, available services, etc. Provide a full list of application connectors. Describe any other methods of integration supported.
22. Describe support for inclusion of your application as part of the PeopleSoft application portal. Describe any pagelets available and how that integration would occur. Describe support for delegating authentication for the pagelet Oracle Access Manager Single Sign and/or PeopleSoft single-sign-on. Describe support for other single-sign-on technologies.
23. Describe your product's support for Web Services/Service Oriented Architecture based standards such as JSR 168 Portlet development standard, and JSR 172 Web Services Interoperability Standard.
24. Describe the ability for your product to create consumable web standards based content (*such as RSS feeds, hcard, ical, and other microformat specifications*) and the ability to pull XML based content from your system and any APIs supporting the delivery of such data/content.
25. Describe storage including file formats.
26. Describe operational monitoring and reporting capabilities. Include the capabilities for application, content, access, and storage metrics, security and the method for obtaining them (*e.g. command line tools, SNMP, and GUI*).

G. Security:

1. Describe how users and processes are authenticated before gaining access to data and services. Include authentication between components and between the product and external services. Describe your support for the following:
 - a. LDAP/S
 - b. Native AD authentication
 - c. Shibboleth 1 and 2
 - d. Kerberos
 - e. SAML
 - f. Other federated systems
 - g. OpenID
 - h. Any two-factor authentication system
 - i. Certificate-based authentication
 - j. Other
2. IF you support LDAP for authentication or authorization, describe use of LDAP(S). List the LDAP(S) servers integrated with product(s). Describe integration and support with LDAP(S) user database for authentication (*Active Directory/OID*) and authorization using attributes/group memberships.
3. Describe handling access to licensed/copyrighted content where access must be restricted.
4. Describe your use of authentication credentials and associated attributes, group membership, roles, etc. to make authorization decisions. Include method(s) and granularity of authorization of access to data and services (*e.g. individual accounts, IP address, unix groups, LDAP groups, Active Directory accounts.*)
5. Describe how and where any sensitive data (*e.g. credit card, financial data, SSN, FERPA, HIPAA or other legally regulated data*) including authentication credentials, is stored on clients, servers, and participating external devices. Is it cryptographically protected? If so, provide details on cryptographic protocols, procedures, and key protection.
6. Describe auditing and logging capabilities and data. Include the information recorded with each event. For example,
 - a. Successful and failed authentication or bind
 - b. Successful and failed access authorization
 - c. Successful and failed policy change
7. Describe the effects of auditing and logging on a production implementation. Is the

proposed system sized for full audit capability? Describe auditing methodologies and capabilities for managing integrity and change control. Describe elements captured with the audit process.

- a. Describe enterprise audit capabilities
 - b. List the events and logs that can be sent to an external syslog server
 - c. List the events and logs that cannot be sent to a syslog server
8. Provide up to date, signed documentation that the offered solution and vendor is compliant with all PCI DSS and PADSS requirements if applicable. Provide documentation of your most current PCI system scan and the signature page from your Record of Compliance (ROC) or Attestation of Compliance (AOC).

H. Maintenance and Support:

Because consistency and stability of the operating environment and rapid correction of system failures are critical to James Madison University, major consideration will be given to the amount and extent of hardware and software maintenance coverage and to the quality of maintenance.

1. Describe the maintenance philosophy including frequency of updates, approach to completing updates, and model for obtaining them.
2. Describe capabilities for remote support and indicate what access to accounts and systems is required. Describe the locations from which this activity would take place. Describe any maintenance options/tiers and whether they vary in cost by time of day, response time, etc.
3. Describe services that may be required in the normal course of operating the system that are not covered under the maintenance contract.
4. Describe the maintenance costs for the first year, and, on the basis of an annually renewable contract, the maintenance costs for each of the following five (5) years.
5. Describe the procedures for obtaining services for all types of maintenance (*e.g. installation of corrective code, enhancements, applicable "escalation" procedures for providing additional assistance in diagnosing a failure that is not resolved in a timely manner to include notification procedures and timing as well as what higher levels of assistance will be made available.*)
6. Describe the nature of any continuing research and development performed by the manufacturer to detect and correct problems in the system design, to improve efficiency, and/or to enhance the capabilities of the system proposed.
7. Describe your approach to security reviews during each phase of the software development lifecycle.
8. Describe the procedures followed in distribution of information to James Madison University pertinent to system problems encountered at other locations, along with the solutions to those problems, when such information is relevant to the University's software.
9. Describe procedure for handling upgrades. Specify how often upgrades are made to the

application software and how "patches" and "fixes" to the systems are handled. Describe if and how your product impacts our ability to apply security updates in a timely manner to underlying or supporting products (*e.g. Windows, Linux, Java, Oracle, MS Office, Web server*). Timely is defined as no later than 30 days from the time of vendor release.

10. Describe the nature of system enhancements in development that are scheduled for release in the next twelve months.
11. Describe all responsibilities of both the contractor and James Madison University in the isolation and diagnosis of system failures.
12. Describe your "escalation" procedure.

I. Hosted Applications:

The university occasionally explores opportunities for hosting applications external to the university. If hosting is an option for this project, then complete the following section. If hosting is not an option, there is no requirement to respond.

1. Describe where services and data storage are located geographically.
2. Describe how applications are secured inside your firewall.
3. Describe your approach to applications and how they are hosted on servers. (*Will the JMU application(s) reside on dedicated physical/virtual servers?*) Describe the different levels of security for different application layers.
4. Describe the network layer security you provide.
5. Describe your methodology for handling patches and software updates.
6. Describe your approach to screening employees and the level of experience preferred.
7. Describe how you track attacks. Describe your approach to informing JMU about attacks.
8. Describe the audit and security infrastructure testing process you utilize and the frequency of those audits/tests.
9. Describe your approach to security reviews during each phase of the software development lifecycle.
10. Describe the vulnerability detection and response process surrounding your product and hosting infrastructure. Describe your patch release strategy for problems found.
11. If hosted, provide results of the latest penetration test and vulnerability scan performed on your system.
12. Describe your physical and cyber data center security. Describe what measures are in place to prevent employees from viewing data they are not authorized to see or outsiders from hacking into the system.
13. Describe your approach and policy regarding ownership of customer data that resides in your data center. Describe customer rights and abilities regarding moving and copying.

Describe vendor and partner practices related to moving and copying data.

14. Describe any exit strategies you offer.
15. Describe your approach to backups and disaster recovery.

J. Privacy

1. Provide your privacy statement.
2. Identify the type/specific information being collected (*User Data – Anonymous or Personally Identifiable*).
3. Specify who collects the information.
4. Specify why the information is collected.
5. Describe how the information is collected (*explicitly, via Cookies, via Web Bugs, etc.*)
6. Describe how the information is used.
7. Specify how long the information is retained.
8. Describe how the information is stored and kept.
9. Describe how the information is secured.
10. Specify whether you share the information with another party. If information is shared with another party, then respond to Items a. through h. below relative to this information.
 - a. Identify the type/specific information being collected (*User Data – Anonymous or Personally Identifiable*).
 - b. Specify who collects the information.
 - c. Specify why the information is collected.
 - d. Describe how the information is collected (*explicitly, via Cookies, via Web Bugs, etc.*)
 - e. Describe how the information is used.
 - f. Specify how long the information is retained.
 - g. Describe how the information is stored and kept.
 - h. Describe how the information is secured.
11. Specify whether you collect information on JMU or any party related to JMU from third parties. Respond to Items a. through i. below relative to this information.
 - a. Identify the type/specific information being collected (*User Data – Anonymous or Personally Identifiable*).

- b. Specify who collects the information.
 - c. Specify why the information is collected.
 - d. Describe how the information is collected (*explicitly, via Cookies, via Web Bugs, etc.*)
 - e. Describe how the information is used.
 - f. Specify how long the information is retained.
 - g. Describe how the information is stored and kept.
 - h. Describe how the information is secured.
 - i. Specify whether you share the information with another party.
12. Specify the transaction information collected/maintained.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS:

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and six (6) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.
 - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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

2. The version of the solicitation issued by JMU Procurement Services as amended by any addenda is the mandatory controlling version of the document. Any modification or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement Services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause

for rejection of the proposal; however, JMU reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions 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.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. 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 the 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.
- d. 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 offeror’s proposal.
- e. 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.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall be long 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 the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the

protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data 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 materials 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, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV “*Statement of Needs*” of this Request for Proposal.
3. A written narrative statement to include, but not limited to the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as Attachment A to this RFP.
5. Small Business Subcontracting Plan, included as Attachment B to this RFP. Offerors shall provide a Small Business Subcontracting plan which summarizes the planned utilization of DMBE-certified small businesses which include businesses owned by women and minorities, when they have received DMBE small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. “*Pricing Schedule*” of this Request for Proposal.

VI. EVALUATION and AWARD CRITERIA

A. EVALUATION CRITERIA:

Proposals shall be evaluated by James Madison University using the following criteria:

	<u>Points</u>
1. Quality of products/services offered and suitability for the intended purposes.	30
2. Qualifications and experience of Offeror in providing the goods/services.	20
3. Specific plans or methodology to be used to perform the services.	20
4. Participation of Small, Women-Owned and Minority (SWAM) Businesses	10
5. Cost	20
	<hr/> 100

- 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. 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. 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.

VII. GENERAL TERMS AND CONDITIONS (5/3/12 ABS)

- A. **PURCHASING MANUAL**: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- 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 and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. **ANTI-DISCRIMINATION**: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as

amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). 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. (*§6 of the Rules Governing Procurement*)

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 proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to

the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS 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 Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation 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 items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a 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 Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any 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 Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on a 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 Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the *Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 6 5.2-800 et. Seq. of the Code of Virginia* (available for review at <http://www.jmu.edu/procurement>). The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided

by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. 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 requirement 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. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence.
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. 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.
- T. 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.

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

eVA Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, the ability to research historical procurement data available in the eVA purchase transaction data warehouse and the automatic email or fax notification of solicitations and amendments.

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

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded may be just cause for the Commonwealth to reject your offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should e-mail Catalog or Index Page information to eva-catalog-manager@dgs.virginia.gov.

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

- a. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
- b. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

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

- W. **BID PRICE CURRENCY**: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- X. **TAXES**: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

VIII. SPECIAL TERMS AND CONDITIONS

- A. **AUDIT**: The Contractor hereby agrees to retain all books, records, systems, 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 Commonwealth of Virginia, 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. **CANCELLATION OF CONTRACT**: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. **IDENTIFICATION OF PROPOSAL ENVELOPE**: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time
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Street or Box No.	RFP Number
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City, State, Zip Code	RFP Title
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Name of Purchasing Officer: _____

The envelope should be addressed as directed on the title page of the solicitation.

The offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. **LATE PROPOSALS**: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non-responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal

Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568-7936 or 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of nine (9) 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 Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-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 no more than the percentage increase/decrease of the other services category of the CPI-W 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 Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. CONTRACT PARTICIPATION: Under the authority of §60 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia* (copy available at <http://www.jmu.edu/procurement>), Cooperative Procurement, it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body,

public or private health or educational institutions or lead issuing institution's affiliated corporations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify the lead-issuing institution in writing of any such institutions accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as the need may be.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 40% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. 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 with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s)

may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins a award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- K. 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 agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- L. 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 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 cancelled 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.
- M. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- N. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should

have no bearing on the Contractor's employment of an individual outside of James Madison University.

- O. ADVERTISING In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- P. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this Agreement, 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 Agreement:
- (i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 - (ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
 - (iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
 - (iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if 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, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act

(29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. (<http://www.section508.gov/>). The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the *Code of Virginia*.

- Q. PCI DSS COMPLIANCE: PCI DSS COMPLIANCE: James Madison University requires that the contractor shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS). The contractor will be required to provide written confirmation of compliance. Contractor acknowledges responsibility for the security of cardholder data as defined within the PCI DSS. Contractor acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in the full text of this document, or as required by the PCI DSS, or as required by applicable law. In the event of a breach or intrusion or otherwise unauthorized access to cardholder data stored at or for the contractor, contractor shall immediately notify John F. Knight, Assistant Vice President for Finance at: (540) 568-6433, MSC 5719, Harrisonburg, VA 22807 (fax (540) 568-3346) to allow the proper PCI DSS compliant breach notification process to commence. The contractor shall provide appropriate payment card companies, acquiring financial institutions and their respective designees access to the contractor's facilities and all pertinent records to conduct a review of the contractor's compliance with the PCI DSS requirements.

In the event of a breach or intrusion the contractor acknowledges any/all costs related to breach or intrusion or unauthorized access to cardholder data entrusted to the contractor deemed to be the fault of the contractor shall be the liability of the contractor. Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the Commonwealth of Virginia, James Madison University and its officers and employees from and against any claims, damages or other harm related to such breach.

- R. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: 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 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 agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- S. LATEST SOFTWARE VERSION: Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.
- T. RENEWAL OF MAINTENANCE: Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for an additional one-year periods, under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by more than the percentage increase or decrease in the other services

category of the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.

- U. SOFTWARE UP GRADES: 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.
- V. SOURCE CODE: In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.
- W. TERM OF SOFTWARE LICENSE: Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.
- X. THIRD PARTY 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.
- Y. TITLE TO SOFTWARE: By submitting a bid or proposal, the bidder or offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.
- Z. WARRANTY AGAINST SHUTDOWN DEVICES: The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

IX. METHOD OF PAYMENT

The contractor will be paid on the basis of invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers. We are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Additional information is available online at: http://www.jmu.edu/acctgserv/expenditures/vendor_pay_methods.shtml

X. PRICING SCHEDULE

The contractor shall provide pricing for all products and services included in proposal indicating one-time and on-going costs.

XI. ATTACHMENTS

[Attachment A](#): Offeror Data Sheet

[Attachment B](#): Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

[Attachment C](#): Standard Contract Sample

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

Years_____ Months_____

3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

5. 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 2.2-3100 – 3131?

[] YES [] NO

IF YES, EXPLAIN:_____

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ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ **Preparer Name:** _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Minority Business Enterprise?

Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Minority Business

Enterprise? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Minority Business

Enterprise? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned businesses in the performance of the Collection Services contract. Describe plans to utilize SWaMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM**

Program, all certified women-owned businesses are also a small business enterprise.

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Minority Business Enterprise (DMBE) to be counted in the SWAM program. Certification applications are available through DMBE at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at www.dmbv.virginia.gov (Customer Service).

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ATTACHMENT B (CNT'D)

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____
Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
for this Bid/Proposal and Subsequent Contract

Date Form Completed

Offeror / Proposer:

Firm

Address

Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	DMBE Certification Number or FEIN No.	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)	Federal Employer Identification Number

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

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ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

This contract entered into this _____ day of _____, 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Emails and written negotiations are to be incorporated by specific reference for each one of relevance.

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____