JAMES MADISON UNIVERSITY

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. **UCPJMU4871**

This contract entered into this 21st day of June 2017, by **Key Solutions, 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 June 21, 2017 through June 20, 2018 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-884 dated December 18, 2015:
- (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 January 7, 2016,
- (e) Addendum No. Two dated January 19, 2016;

(3) The Contractor's Proposal dated January 28, 2016 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
- (a) Negotiations Summary dated June 19, 2017,
- (b) Key Solutions Inc. Master Software License Agreement dated June 21, 2017.

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

CONTRACTOR:	PURCHASING AGENCY:
By: M Swarupa Rani	By: Natasha L. Owens
(Signature)	(Signature)
SWARUPA R. MALLIPEDDI	NATASHA OWENS
(Printed Name)	(Printed Name)
Title: OPERATIONS MANAGER	Title: Buyer Senior

Rev. 10/14/09

RFP # MLO-884, Electronic Research Administration System
Negotiation Summary for Key Solutions, Inc.

June 19, 2017

1. Contractor's pricing schedule for James Madison University is as stated on Attachment A – Pricing Schedule and reflects a 7% discount.

    a. Contractor shall waive the Application Software License Fee for eGrants Post-Award Software Module for James Madison University. Contractor shall provide annual maintenance for the eGrants Post-Award Software Module at no cost to James Madison University for the duration of the contract.

    b. Contractor shall provide four (4) additional hours of web-based training per module at no cost to James Madison University.

    c. Contractor shall provide one (1) on-site visit for two (2) 8-hour days at no additional cost to James Madison University.

    d. Contractor shall provide free registration for attendance at user group meetings for two (2) James Madison University representatives for each module purchased for the duration of the contract.

    e. Additional active protocols beyond 600: $5,500 per 100 active protocols
    Contractor shall waive all additional fees for James Madison University if active protocols exceed the 600 protocol limit during the first year of the contract.

    f. Additional grant levels beyond $50M: $2,400 per $10M block
    Contractor shall waive all additional fees for James Madison University if the grant level exceeds the $50M limit during the first year of the contract.

    g. Additional web-based training: $5,000 per 16 hours

    h. Professional Services: $150 per hour

    i. The cost of additional modules available for purchase are listed below. Contractor shall provide James Madison University a 10% discount on all additional modules purchased within six (6) months after full implementation of the system. Contractor shall provide a 50% discount to James Madison University for the Effort Reporting Software Module when it becomes available.

Services	Description	Cost
License for LARS Software Module for Lab Animal Resources Management System	Application Software License Fee (up to 50 active IACUC protocols)	$67,250
	Installation and Configuration Fee	$5,000
	Training (16 hours of web-based training)	$5,000
	Annual Maintenance (20% of original license cost)	$13,450
	Total Cost for LARS Module:	**$90,700**
License for LAHS Software Module for Lab Animal Health Records System	Application Software License Fee (up to 50 active IACUC protocols)	$61,750
	Installation and Configuration Fee	$5,000
	Training (16 hours of web-based training)	$5,000

	Annual Maintenance (20% of original license cost)	$12,350
	Total Cost for LAHS Module:	**$84,100**
License for CS Software Module for Controlled Substances	Application Software License Fee (up to 50 active IACUC protocols	$43,138
	Installation and Configuration Fee	$5,000
	Training (16 hours of web-based training)	$5,000
	Annual Maintenance (20% of original license cost)	$8,628
	Total Cost for CS Module:	**$61,766**
License for SCRO Software Module for Stem Cell Research	Application Software License Fee (up to 50 active disclosures)	$43,138
	Installation and Configuration Fee	$5,000
	Training (16 hours of web-based training)	$5,000
	Annual Maintenance (20% of original license cost)	$8,628
	Total Cost for SCRO Module:	**$61,766**
License for RSC for Software Module for Radiation Safety Committee	Application Software License Fee (up to 50 active disclosures)	$43,138
	Installation and Configuration Fee	$5,000
	Training (16 hours of web-based training)	$5,000
	Annual Maintenance (20% of original license cost)	$8,628
	Total Cost for RSC Module:	**$61,766**
License for PAM Software Module for Post Approval Monitoring for Compliance Modules	Application Software License Fee (up to 50 active disclosures)	$34,510
	Installation and Configuration Fee	$5,000
	Training (16 hours of web-based training)	$5,000
	Annual Maintenance (20% of original license cost)	$6,902
	Total Cost for PAM Module:	**$51,412**
License for eGrants Effort Reporting Software Module	Application Software License Fee (up to 50 million in grant awards)	$50,000
	Installation and Configuration Fee	$5,000
	Training (16 hours of web-based training)	$5,000
	Annual Maintenance (20% of original license cost)	$10,000
	Total Cost for eGrants Effort Reporting Module:	**$70,000**
eGrants Post-Award Software Module *(This module is available at no cost for James Madison University for the duration of the contract)*	Application Software License Fee (up to 50 million in grant awards)	$50,000
	Installation and Configuration	$5,000
	Training (16 hours of web-based training)	$5,000
	Annual Maintenance (20% of original license cost)	$10,000
	Total Cost for eGrants Post-award Module:	**$70,000**

2. For the purpose of this contract, installation of the software is deemed delivery of the goods and services by the Contractor.

3. Contractor shall extend the warranty of the eGrants Pre-Award Module for six (6) months after satisfactory implementation of the eGrants Pre-Award Module. The license fee for the eGrants Pre-

Award Module shall be refunded to James Madison University in full if the Contractor fails to meet the mutually acceptable functional requirements of the eGrants Pre-Award Module. A defined list of functional requirements will be identified and agreed to in writing prior to final implementation of the eGrants Pre-Award Module.

4. For the purpose of this contract, the following definitions shall apply to all available modules:

    a. "Active Disclosure: shall be defined as an approved disclosure which is considered active for its entire life cycle, including any amendments and renewals. Draft disclosures and closed disclosures are not considered active disclosures.

    b. "Active Protocol" shall be defined as an approved protocol which is considered active for its entire life cycle, including any amendments and renewals. Draft protocols and closed protocols are not considered active protocols.

    c. "Grant Level" shall be defined as the amount of grant funding received by the Purchasing Agency in a given year.

5. Contractor's proposal dated January 28, 2016 is hereby amended as follows:

    a. Should travel be required during the term of this contract, the following shall apply:

        i. All travel expenses shall be in accordance with the U.S. General Services Administration (GSA) allowance for lodging, meals, and incidentals.

            http://www.gsa.gov/portal/content/104877
            http://www.gsa.gov/portal/content/101518

        b. Billable hours shall be for actual work hours on authorized projects/tasks rounded to the half hour. Billable hours shall not include travel time.

6. Special Term and Condition *U. Source Code* on page 24 of RFP # MLO-884 dated December 18, 2015 is hereby removed in its entirety.

7. All price increases shall be in accordance with 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 (See Special Term and Conditions *F. Renewal of Contract* and *S. Renewal of Maintenance* on pages 20 and 24 of RFP # MLO-884 dated December 18, 2015).

ATTACHMENT A – PRICING SCHEDULE

Services	Description	Year 1 Cost
License for eProtocol IACUC Software Module for Animal Subjects	Application Software License Fee (up to 50 active protocols)	$40,118
	Installation and Configuration Fee	$4,650
	Training (8 hours of web-based training competed in four sessions)	$2,325
	Annual Maintenance (20% of discounted license cost)	$8,024
	Total Cost for eProtocol IACUC:	**$55,117**
License for eGrants Software Module for Grants Management	Application Software License Fee (up to $50 million in grant awards)	$72,075
	Installation and Configuration Fee	$4,650
	Training (8 hours of web-based training completed in four sessions)	$2,325
	Annual Maintenance (20% of discounted license cost)	$14,415
	Total Cost for eGrants Module (Grants Management System):	**$93,465**
License for IRB Software Module for Human Subjects	Application Software License Fee (up to 600 active protocols)	$66,204
	Installation and Configuration Fee	$4,650
	Training (8 hours of web-based training completed in four sessions)	$2,325
	Annual Maintenance (20% of discounted license cost)	$13,241
	Total Cost for IRB Module:	**$86,420**
License for Conflict of Interest (COI) Software Module	Application Software License Fee (up to 200 active disclosures)	$31,620
	Installation and Configuration Fee	$4,650
	Training (8 hours of web-based training completed in four sessions)	$2,325
	Annual Maintenance (20% of discounted license cost)	$6,324
	Total Cost for Conflict of Interest:	**$44,919**
License for Biosafety (IBC) Software Module	Application Software License Fee (up to 50 active protocols)	$40,118
	Installation and Configuration Fee	$4,650
	Training (8 hours of web-based training completed in four sessions)	$2,325
	Annual Maintenance (20% of discounted license cost)	$8,024
	Total Cost for Biosafety (IBC) Module:	**$55,117**
LDAP and Single Sign On		$4,650
	Total Year 1 Cost:	**$339,688**

MASTER SOFTWARE LICENSE AGREEMENT

This **MASTER SOFTWARE LICENSE AGREEMENT** (this "Agreement") is entered into effective as of the date of last signature below (the "Effective Date") by and between **Key Solutions, Inc.** ("**KSI**"), a California corporation whose principal place of business is **2803 Lakeview Court, Fremont, CA 94538**, and **James Madison University**, an agency of the Commonwealth of Virginia whose address is **800 South Main Street, MSC 5720, Harrisonburg, VA 22807** ("**Licensee**"), to provide the terms and conditions under which KSI will license KSI's software applications, and provide related services, to Licensee.

This Agreement consists of this signature page, the attached Terms and Conditions, and Exhibits A, B and C, and any other documents specifically referenced in this Agreement. In the event of a conflict among these documents, the Terms and Conditions of this Agreement will control. Unless this Agreement states otherwise, no modification or waiver is binding unless made in writing and signed by both KSI and Licensee. No purchase order or other document issued by Licensee will modify the terms and conditions of this Agreement, including without limitation Licensee's payment obligations.

The Software licensed to Licensee under this Agreement is specified in Exhibit A, as the parties may amend from time to time upon mutual agreement. The license granted to the Software pursuant to this Agreement remains in effect until any termination or expiration of this Agreement. Support Services will be provided for the Support Term as defined and as set forth in the Terms and Conditions.

This Agreement may be executed in counterparts, each of which will be deemed an original but both of which together will constitute the same instrument.

The parties have caused this Agreement to be executed as of the Effective Date by their authorized representatives.

Key Solutions, Inc.:
("KSI")

By: M. Swarupa Rani
Name: Swarupa R. Mallipeddi
Title: Operations Manager
Date: 06/21/2017

Licensee:

By: Matasha L Owens
Name: Matasha L. Owens
Title: Buyer Senior
Date: 6-21-17

TERMS AND CONDITIONS

1. DEFINITIONS

As used in this Agreement, and in addition to other terms defined elsewhere in this Agreement, the following terms have the following meanings:

1.1 "***Confidential Information***" means any confidential or proprietary information disclosed by a party (the "***Disclosing Party***") to the other party (the ***"Receiving Party"***), in any form, or otherwise learned by the Receiving Party which: (i) is marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature; or (ii) should reasonably be considered confidential based on the nature of the information or the circumstances surrounding its disclosure. Notwithstanding the foregoing or any other provision of this Agreement, KSI's Confidential Information will include, without limitation, the Software (including, without limitation, its performance, capabilities, functionality and deficiencies), non-public information regarding any current or future products or services of KSI.

1.2 **"Authorized User"** means an employee or contractor of Licensee that has been assigned a unique username-password combination to access and use the Sofware (defined later) by the Licensee.

1.3 **"Customization Services"** means changes to forms, workflow, addition or modification of new features and functionality and any other customization services to be provided by KSI to Licensee with respect to the Software, as set forth in Exhibit B.

1.4 **"Customization Services Fees"** means the fees to be paid by Licensee to KSI for the Customization Services, as set forth in Exhibit A.

1.5 **"Documentation"** means the standard user documentation for the Software that KSI makes generally available to its customers.

1.6 **"Fees"** means, as applicable, the Installation Fees, License Fees, and/or Maintenance Fees.

1.7 **"Initial Installation Date"** means the date of the first installation of the first copy of an original KSI software (not the Customized Software as defined in Exhibit B) module in the customer environment. Each module may have its own Initial Installation Date in case of a multi-module license.

1.8 **"Installation Services"** means the installation, training and setup services to be performed by KSI for Licensee, as set forth in Exhibit B.

1.9 **"Installation Services Fees"** means the fees to be paid by Licensee to KSI for the Installation Services, as set forth in Exhibit A.

1.10 **"Intellectual Property Rights"** means patent rights (including patent applications and disclosures), copyrights, trademarks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.11 **"License Fees"** means the fees for the license to the Software as described in Exhibit A.

1.12 **"Licensed Configuration"** means the numbers, types and/or identifiers of users, active protocols, servers and locations, as specified in Exhibit A, with respect to which Licensee is licensed to use the Software.

1.13 **"Software"** means the KSI and/or third party software module(s) and any other software products, in object code form, and related Documentation, specified in Exhibit A, including any and all Updates (as defined in Exhibit C) and other revisions to such products and/or Documentation provided by KSI to Licensee under this Agreement.

1.14 **"Support Services"** means the maintenance and support services with respect to the Software to be provided by KSI as set forth in Exhibit C.

1.15 **"Support Services Fees"** means the annual fees to be paid by Licensee to KSI for the Support Services, as described in Exhibit A.

2. LICENSE

2.1 ***Grant of License***. Subject to the terms and conditions of this Agreement (including, without limitation, Licensee's payment of all applicable fees), KSI grants to Licensee a nonexclusive, perpetual (subject to Section 9 below) license to use the Software for the Licensed Configuration and only for Licensee's internal use by its Authorized Users. Such license includes the right to copy the Software as reasonably necessary to exercise such license rights, including making a reasonable number of copies for backup and archival purposes, provided that Licensee retains on all copies the proprietary notices contained in the original.

2.2 ***Ownership; License Restrictions***. Licensee expressly acknowledges that, as between KSI and Licensee, KSI owns all worldwide right, title and interest, including all Intellectual Property Rights, in and to the Software. KSI reserves all rights and licenses in and to

the Software not expressly granted to Licensee under this Agreement. Licensee agrees that KSI may freely use in any way (including in modifications to the Software or other products or services) any and all feedback, suggestions, or ideas that Licensee may provide to KSI regarding the Software ("***Feedback***"), and Licensee grant KSI a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use and exploit the Feedback at KSI's sole discretion. Licensee's rights to the Software are only those of a licensee as expressly set forth in this Agreement; title to the Software remains with KSI.

2.3 ***License Restrictions***. Licensee acknowledges that the Software contains trade secrets of KSI and its licensors, and, in order to protect such trade secrets and other interests that KSI and its licensors have in the Software, Licensee agrees that it will not, nor will it permit any third party to, (a) disassemble, decompile or reverse engineer the Software or otherwise attempt to learn the source code for the Software; (b) transfer, sublicense, lease, lend, rent or otherwise distribute the Software to any third party or use the Software to provide service bureau, time-sharing or other computer services to third parties, or otherwise provide or make the functionality of the Software available to third parties; (c) adapt, translate, modify or create derivative works of the Software, or delete or in any manner alter the copyright, trademark, and other proprietary rights notices appearing on the Software as delivered to Licensee; or (d) copy the Software, in whole or in part, except as expressly authorized in this Agreement.

2.4 ***Government Rights; Compliance with Laws***. If Licensee is the U.S. Government or a contractor or subcontractor (at any tier) of the U.S. Government and is licensing the Software for use by the U.S. Government or in connection with any contract or other transaction with the U.S. Government, Licensee acknowledges that by accepting delivery of the Software, the Software qualifies as commercial computer software and commercial computer software documentation within the meaning of the acquisition regulations and contract clauses applicable to this procurement. The terms and conditions of this Agreement are fully applicable to the Government's use and disclosure of the Software, and supersede any conflicting terms or conditions. Licensee will comply with all applicable laws, rules and regulations with respect to this Agreement. In particular, and without limiting the foregoing, Licensee agrees to comply fully with all relevant export laws and regulations of the United States **("*Export Laws*")** to ensure that neither the Software, nor any direct product thereof are: (a) exported or re-exported directly or indirectly in violation of Export Laws; or (b) used for any purposes prohibited by the Export Laws, including but not limited to nuclear, chemical, or biological weapons proliferation.

2.5 ***Verification and Audit***. On a calendar year basis, KSI will request and Licensee will furnish KSI with a certification signed by an officer of Licensee verifying that the Software is being used pursuant to the terms of this Agreement. Upon reasonable prior written notice, KSI may audit Licensee's use of the Software to ensure that Licensee is in compliance with the terms of this Agreement. Any such audit will be conducted during regular business hours at Licensee's facilities and will not unreasonably interfere with Licensee's business activities. Licensee will provide KSI with access to the relevant Licensee records and facilities. If an audit reveals that Licensee has underpaid fees to Key Solutions during the period audited, then in addition to other rights and remedies KSI may have, KSI will invoice Licensee, and Licensee will promptly pay KSI, for such underpaid fees based on KSI's price list in effect at the time the audit is completed. If the underpaid fees exceed five percent (5%) of the license fees paid by Licensee for the Software, then Licensee will also pay KSI's reasonable costs of conducting the audit.

2.6 ***Licensee's Responsibilities.*** Licensee is solely responsible for: (a) purchasing and obtaining from third parties, and for maintaining during the term of this Agreement, all applicable licenses and consents for third party technology needed to install, execute and otherwise use the Software (unless provided by KSI and paid for by Licensee to KSI); (b) installing and operating up-to-date virus detection and removal, firewall and other security products for the protection of Licensee's network; and (c) proper configuration of all equipment, software and systems used with or in accessing the Software.

2.7 ***EULA.*** Licensee and its Authorized Users may be required to agree to the terms and conditions of a click-through end user agreement when using the Software ("***EULA***"), provided that if the EULA conflicts with this Agreement, this Agreement controls.

3. SERVICES

3.1 ***Customization and Installation Services***. Subject to the terms and conditions of this Agreement, KSI agrees to perform the Customization Services and the Installation Services, each as described in Exhibit B.

3.2 ***Account Teams.*** In order to facilitate the parties' discussions and cooperation, each party will assign an account team. The initial account team for each party is set forth in Exhibit B, which either party may modify from time to time upon notice to the other party.

3.3 ***Maintenance and Support; Term***. Provided that Licensee pays the annual Support Services Fees,

Support Services will be provided on an annual basis, with the initial term ("***Initial Support Term***") commencing on the Initial Installation Date, and may be renewed for nine (9) additional one year periods (each a "***Renewal Support Term***") (the Initial Support Term and any and all Renewal Support Terms are referred to as the "***Support Term***") unless this Agreement is terminated or either party notifies the other party of non-renewal.

3.4 ***Exclusions to Maintenance and Support***. KSI will not be obligated to provide Support Services to Licensee if, at the time of the Support Services request or during the provision of Support Services, Licensee is not current in all of its payment obligations to KSI under this Agreement. In addition, KSI will have no obligation to provide Support Services of any kind for problems in the operation or performance of the Software to the extent caused by any of the following (each, an ***"Exclusion"***): (a) any software or hardware products not provided by KSI or the use of the Software in conjunction with any such product; (b) modifications to the Software made without KSI's express written authorization; (c) Licensee's use of an unsupported version of the Software; or (d) Licensee's use of the Software other than as authorized in this Agreement or as provided in the Documentation or Licensee's negligence, abuse or misapplication (including but not limited to incompatible operating environments and systems), accidents, acts of nature or other causes beyond the control of KSI. If KSI determines that it is necessary to perform Support Services for a problem in the operation or performance of the Software that is caused by an Exclusion, then KSI will notify Licensee and will have the right to invoice Licensee at KSI's then-current published time and materials rates for all such Support Services performed by KSI.

3.5 ***Other Services***. If Licensee requests KSI to perform any services outside of those specified in this Agreement, KSI will only be obligated to perform such services pursuant to a separate written agreement, including a statement of work, setting forth in detail the services to be provided and the fees to be paid by Licensee.

4. PAYMENT

4.1 ***Fees and Expenses***. Licensee will pay KSI the Fees as specified in Exhibit A. Licensee shall reimburse KSI for travel and living expenses that KSI reasonably incurs in providing Licensee with services under this Agreement. Such travel and living expenses shall be in accordance with the U.S. General Services Administration (GSA) allowance of lodging, meals, and incidentals and invoiced on a monthly basis in arrears and shall be due within thirty (30) days from the date of invoice. KSI will obtain Licensee's approval of any such expenses prior to incurring them. Licensee acknowledges that its failure to provide approval for any such expenses promptly upon request will hinder KSI's ability to timely perform such services and may result in increased costs and/or delays in performance of the services.

4.2 ***Payment Terms and Taxes***. Licensee will pay all amounts due under this Agreement in U.S. currency. All payments are non-cancellable and (except solely as provided in Section 5.2 or 6.1, if applicable) are non-refundable. All Fees payable under this Agreement are net amounts and are payable in full, without deduction of any kind. All charges and fees provided for in this Agreement are exclusive of any taxes, duties, or similar charges imposed by any government or other authority. Licensee shall pay or reimburse KSI for, and will indemnify and hold KSI harmless to the extent permitted by Virginia law, from all federal, state, dominion, provincial, or local sales, use, personal property, withholding, excise or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of KSI). If Licensee is required to pay any withholding tax, charge or levy in respect of any payments due to KSI hereunder, Licensee shall gross up payments actually made such that KSI shall receive sums due hereunder in full and free of any deduction for any such withholding tax, charge or levy.

4.3 ***Past Due Amounts***. Amounts past due shall be subject to an interest charge of two percent (2%) per month or the highest rate allowed under applicable law, whichever is less. In addition to the above, all past due amounts that are due over 60 days shall result in suspension of services and requires a re-initiation fee of $2,500 per module to re-start the services. In addition, KSI reserves other rights and remedies in the event of overdue payments, including but not limited to termination of services pursuant to this Agreement.

5. WARRANTY

5.1 ***Limited Software Warranty***. KSI warrants that, for a period of thirty (30) days after initial installation by or for Customer ("***Warranty Period***"), each module of the Software (in non-customized form) will be capable of performing in all material respects in accordance with the functional specifications set forth in the applicable Documentation.

5.2 ***Sole Remedy; Acceptance***. As Licensee's sole and exclusive remedy and KSI's entire liability for any breach of the warranty set forth in Section 5.1, KSI will, at its option: (a) promptly correct any Software module that fails to meet this limited warranty; (b) provide Licensee with a reasonable procedure to circumvent the nonconformity; or (c) refund the License Fees paid by Licensee for the non-conforming Software module upon Licensee's

return of all copies of such Software to KSI. The foregoing obligations of KSI are subject to Licensee's written notice to KSI of breach of the warranty within the Warranty Period; if no such notice is received by KSI with respect to any Software module, then such Software module is deemed accepted by Customer, even if Customer performs any additional testing of the Software. Any non-conformities of any Software module after the Warranty Period will be handled as part of the Support Services. If KSI performs any Customization Services with respect to any Software module, then the Customized Software (as defined in Exhibit B) will be subject to the acceptance testing process and remedies pursuant to Exhibit B. For the avoidance of doubt, however, only the customizations are subject to the Exhibit B acceptance process; the unmodified Software module is covered solely by this warranty and is subject to the warranty and acceptance as provided above in this Section 5.2.

5.3 ***Disclaimer***. OTHER THAN AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE AND ALL SERVICES AND DELIVERABLES ARE PROVIDED TO LICENSEE ON AN "AS IS" BASIS, AND ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY KSI AND ITS LICENSORS AND SUPPLIERS. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE ENTIRE RISK ASSOCIATED WITH USE OF THE SOFTWARE IS ASSUMED BY LICENSEE.

KSI does not warrant that the Software, including as customized pursuant to the Customization Services, will meet Licensee's requirements, the Software will operate in the combinations that Licensee may select for use, that the operation of the Software will be error-free or uninterrupted or that all Software errors will be corrected. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM KSI OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

5.4 ***Certain Responsibilities***. Licensee acknowledges and agrees that: (a) the Software is being provided for research purposes only, and is not intended for use (and are not permitted to be used) in connection with any clinical or diagnostic use or decisions; (b) Licensee assumes sole responsibility and liability for results obtained from the use of the Software and for conclusions drawn from such use; and (c) KSI shall have no liability for any claims, losses, or damage caused by errors or omissions in any information provided by Licensee in connection with the Software or any actions taken at Licensee's direction. Further, KSI will not be liable for any third party claims arising out of or relating to the Software or otherwise in connection with this Agreement except for Infringement Claims as defined and provided in Section 6 below.

6. THIRD PARTY CLAIMS

6.1 KSI Obligations. KSI will defend Licensee against any claim that the Software infringes any third party's Intellectual Property Rights ("***Infringement Claim***"), and KSI will pay the costs, liabilities and expenses (including reasonable attorneys' fees) awarded to such third party with respect to, or agreed to by KSI in settlement of, the Infringement Claim, provided that the Licensee: (i) promptly informs KSI of the Infringement Claim, (ii) gives KSI the right to control the defense of such claim, (iii) gives KSI information and reasonable assistance with respect to the Infringement Claim, and (iv) does not settle, or compromise the defense of, any Infringement Claim without the express written permission of KSI.

The foregoing obligations of KSI shall not apply with respect to any Infringement Claim arising from or relating to (i) Licensee's use of the Software other than in accordance with this Agreement; (ii) the use of the Software in combination with any other products, services, materials or technology, if the Software would not be infringing without such combination; or (iii) modifications to the Software made according to Licensee's instructions, requirements or specifications if the Infringement Claim would not have arisen but for such modifications.

If an Infringement Claim is asserted, or if KSI believes that an Infringement Claim is likely to be asserted, KSI may at its option and expense either: (a) replace or modify the Software so that it becomes non-infringing; or (b) procure for Licensee the right to continue using the Software. If neither of the foregoing alternatives (a) or (b) is reasonably available, KSI may terminate this Agreement, including the license to the Software, and in such event, subject to Licensee's compliance with Section 9.3, KSI shall refund to Licensee a proportional amount of the License Fees paid for the Software, prorated over a three-year period. THE PROVISIONS OF THIS SECTION 6.1 SET FORTH KSI'S SOLE AND EXCLUSIVE OBLIGATIONS, AND LICENSEE'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

6.2 Licensee Indemnification. To the extent permitted by Virginia law, Licensee will defend KSI against any third party claim, demand or suit relating to Licensee's use of the Software, including without limitation any injury, damage or loss of such third party arising out of Licensee's use of the Software (other than an Infringement Claim) ("***Licensee-Indemnified Claim***"), and Licensee will pay the costs, liabilities and expenses (including reasonable attorneys' fees) awarded to such third party with respect to, or agreed to by Licensee in settlement of, the Licensee-Indemnified Claim, provided that KSI: (i) promptly informs Licensee of the Licensee-Indemnified Claim, (ii) give Licensee the right to control the defense of such claim, (iii) gives Licensee information and reasonable assistance with respect to the Licensee-Indemnified Claim, and (iv) does not settle, or compromise the defense of, any Licensee-Indemnified Claim without the express written permission of Licensee.

7. CONFIDENTIALITY; PUBLICITY

7.1 ***Confidentiality Obligations.*** The Receiving Party will treat as confidential all Confidential Information received from the Disclosing Party, will not use such Confidential Information except as expressly permitted under this Agreement to exercise or enforce its rights or perform its obligations and will not disclose such Confidential Information to any third party without the Disclosing Party's prior written consent, except that that the Receiving Party may disclose Confidential Information of the Disclosing Party to those of its employees and authorized contractors: (i) having a need to know such Confidential Information for purposes of this Agreement; and (ii) who are bound by non-disclosure obligations no less restrictive than the nondisclosure obligations set forth in this Agreement. Each Receiving Party will use the same degree of care to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information, but no less than reasonable care.

7.2 ***Confidentiality Exceptions.*** The confidentiality restrictions of this Section 7 will not apply to information that: (a) was independently developed without any use of the Confidential Information of the Disclosing Party by employees of the Receiving Party who have not been exposed to the Confidential Information; (b) was in the public domain at the time it was disclosed or enters the public domain through no act or omission of the Receiving Party; (c) was rightfully known to the Receiving Party, without restrictions on disclosure, prior to the time of disclosure; or (d) is disclosed pursuant to applicable law or the order or requirement of a court, administrative agency or other governmental body; provided, however, that the Receiving Party will provide prompt notice of such occurrence to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

7.3 ***Publicity.*** Licensee agrees that KSI may list Licensee as a licensee on KSI's website and other marketing and promotional materials and may use the designated Licensee names, logos and symbols ("***Licensee Marks***") for such purpose subject to any trademark usage guidelines provided by Licensee. Any other use of Licensee Marks by KSI must have prior written approval of Licensee, provided that Licensee will not unreasonably withhold its consent to serving as a public Licensee reference for KSI, which may include a joint press release (to be issued promptly after the Effective Date), a case study and the like.

8. LIMITATION OF LIABILITY

8.1 ***Total Liability***. OTHER THAN KSI'S LIABILITY FOR DAMAGES AWARDED TO (OR AGREED TO BY KSI IN SETTLEMENT WITH) THIRD PARTIES UNDER SECTION 6, KSI's TOTAL CUMULATIVE LIABILITY FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY IN CONNECTION WITH THE SOFTWARE OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO AND THE AMOUNTS PAID TO KSI BY LICENSEE DURING THE 12 MONTH PERIOD PRIOR TO THE CLAIM UPON WHICH THE LIABILITY IS BASED AS APPLICABLE, (1) THE LICENSE FEES PAID TO KSI BY LICENSEE FOR THE SPECIFIC SOFTWARE THAT GIVES RISE TO THE LIABILITY, OR (2) THE INSTALLATION SERVICES FEES PAID TO KSI BY LICENSEE FOR THE INSTALLATION SERVICES THAT GIVE RISE TO THE LIABILITY, OR (3) THE SUPPORT SERVICES FEES PAID TO KSI BY LICENSEE FOR THE SUPPORT SERVICES FOR THE ANNUAL SUPPORT TERM IN WHICH THE LIABILITY ARISES.

8.2 ***Exclusion of Consequential Damages***. OTHER THAN EITHER PARTY'S LIABILITY FOR BREACH OF CONFIDENTIALITY OBLIGATIONS OR LICENSEE'S LIABILITY FOR BREACH OF THE LICENSE GRANTED OR INFRINGEMENT OF KSI'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR

OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

8.3 ***Basis of Bargain***. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. The parties expressly acknowledge and agree that KSI has set its prices and entered into this Agreement in reliance upon the limitations of liability specified herein, which allocate the risk between KSI and Licensee and form a basis of the bargain between the parties.

9. TERMINATION

9.1 ***Term***. This Agreement will begin on the Effective Date and may be renewed for nine (9) additional one year periods. The term of each Software license granted by KSI pursuant to this Agreement will begin upon installation and, subject to Licensee's compliance with the terms and conditions of this Agreement, will remain in effect unless terminated or not renewed by either party in accordance with the terms of this Agreement.

9.2 ***Termination for Breach***. Each party will have the right to terminate any Software license or this Agreement if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach. Termination of this Agreement pursuant to this Section 9.2 terminates all Software licenses granted under this Agreement, but, unless expressly stated in the terminating party's notice of termination pursuant to this Section 9.2, termination of one or more Software licenses does not terminate this Agreement or any other Software license granted under this Agreement.

9.3 ***Effect of Termination***. Upon termination of this Agreement or of any individual Software license granted hereunder, Licensee will promptly return to KSI the applicable Software and all copies and portions thereof, in all forms and types of media, and provide KSI with an officer's written certification, certifying to Licensee's compliance with the foregoing.

9.4 ***Survival***. The rights and obligations of the parties contained in Sections 2.2 - 2.5, 4, 5.3, 6, 7, 8, 9.3, 9.4 and 10, and any applicable portions of the Exhibits, will survive the termination or expiration of this Agreement or of any individual Software license granted hereunder.

10. GENERAL

10.1 ***Governing Law and Jurisdiction***.

10.2 ***Severability.*** If any provision of this Agreement shall be held to be unenforceable by any court of competent jurisdiction, such provision will, to the fullest extent possible, be reformed to be enforceable and consistent with the parties' intent, and in any event the remaining portions shall remain in force and effect.

10.3 ***Force Majeure***. A party to this Agreement ("Affected Party") shall not be liable to the other party for default or delay in the performance of any of the Affected Party's obligations under the Agreement due to act of God, accident, fire, flood, storm, riot, war, sabotage, explosion, national defense requirement, governmental law, ordinance, rule or regulation, or any contingency beyond the reasonable control of the Affected Party that would make performance commercially impracticable.

10.4 ***Independent Contractors***. The parties are independent contractors, and nothing contained herein shall create any partnership, joint venture, employment, agency or fiduciary relationship between KSI and the Licensee.

10.5 ***Nonexclusive Remedy***. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

10.6 ***Notices***. All notices required or permitted under this Agreement will be in writing and delivered by e-mail (with confirmation of receipt), or by courier or overnight delivery services, or by certified mail, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth above or to such other address as may be specified by either party to the other in accordance with this Section.

10.7 ***Interpretation.*** Nothing in this Agreement shall be construed, interpreted or asserted against any party on the basis that all or part of this Agreement was written or proposed by that party. Captions are inserted for convenience of reference only and shall not affect the construction and interpretation of this Agreement.

10.8 ***Assignment.*** This Agreement may not be assigned by either party, nor transferred by operation of law, without the prior written consent of the other party, which shall not be unreasonably withheld. Further, KSI may delegate and subcontract any of its obligations to third parties with prior written approval from Licensee, provided that KSI remains responsible for proper performance of such obligations pursuant to this Agreement. Any assignment or transfer in violation of this Section shall be void.

10.9 ***No Third-Party Beneficiaries***. This Agreement is intended for the sole and exclusive benefit of KSI and Licensee, and their respective permitted successors and assigns, and is not intended to benefit any third party. Only the parties to this Agreement may enforce it.

EXHIBIT A

SOFTWARE, LICENSED CONFIGURATION, FEES

Software Licensed Under This Agreement:

See the list below under Fees

Licensed Configuration

Name of the products: See the list below under Fees
Authorized Number of active Protocols: See the list below under Fees
Number of Authorized Sites: [1 (One)] – [Physical address: 800 South Main Street, MSC 5720, Harrisonburg, VA 228070].

Fees

A. Fee Schedule (all amounts are stated and are payable in U.S. Dollars)

Hosted by Client													
Services	Description	Cost (US$)											
		Original	Discount	Year1									
License for eProtocol IACUC Software module for animal subjects	One time Application Software License Fees (up to 50 active protocols)	43,138	7%	40,118									
	One time Installation and configuration fee:	5,000	7%	4,650									
	Training (8 hours of web-based training completed in four sessions)	2,500	7%	2,325									
	Annual Maintenance (20% of original license cost):	8,628	0%	8,024									
TOTAL eProtocol IACUC		$59,265		$55,117									
License for eGrants Software module for Grants Management	One time Application Software License Fees (up to $50 million in grant awards)	77,500	7%	72,075									
	One time Installation and configuration fee:	5,000	7%	4,650									
	Training (8 hours of web-based training completed in	2,500	7%	2,325									

	four sessions)												
	Annual Maintenance (20% of original license cost):	15,500	0%	14,415									
TOTAL for eGrants Module (Grants Management System)		$100,500		$93,465									
License for IRB Software module for Human Subjects	One time Application Software License Fees (up to 600 active protocols)	71,188	7%	66,204									
	One time Installation and configuration fee:	5,000	7%	4,650									
	Training (8 hours of web-based training completed in four sessions)	2,500	7%	2,325									
	Annual Maintenance (20% of original license cost):	14,238	0%	13,241									
TOTAL for IRB Module		$92,925		$86,420									
License for Conflict of Interest Software module	License for Conflict of Interest (COI) Module (up to 200 active disclosure)	34,000	7%	31,620									
	One time Installation and configuration fee:	5,000	7%	4,650									
	Training (8 hours of web-based training completed in four sessions)	2,500	7%	2,325									
	Annual Maintenance (20% of original license cost):	6,800	0%	6,324									
TOTAL for Conflict of Interest (COI) Module		$48,300		$44,919									
License for Biosafety (IBC) Software module	License for Biosafety (IBC) Module (up to 50 active Protocols)	43,138	7%	40,118									
	One time Installation and configuration fee:	5,000	7%	4,650									
	Training (8 hours of web-based training completed in four sessions)	2,500	7%	2,325									
	Annual Maintenance (20% of original license cost):	8,628	0%	8,024									
TOTAL for Biosafety (IBC) Module		$59,265		$55,117									
LDAP & Single Sign On		$5,000	7%	4,650									

JMU - YEAR 1 GRAND TOTAL LICENSE PRICE for IACUC, eGrants, IRB, CONFLICT OF INTEREST (COI) & BIOSAFETY (IBC) MODULES		**$365,255**		**$339,688**									
License for Post-Award Module	One time Application Software License Fees (up to $50 million in grant awards)	50,000	100%	0									
	One time Installation and configuration fee:	5,000	100%	0									
	Training (8 hours of web-based training completed in four sessions)	2,500	100%	0									
	Annual Maintenance (20% of original license cost):	10,000	100%	0									
TOTAL for Post-Award Module		$0		$0									
				$339,688									

1. Additional fee for each block of additional 100 active protocols is $5,500. However, KSI will not charge additional fee in the first year if it exceeds the limit of active protocols listed under Fees.

2. Additional fee for each block of additional $10M grants (beyond $50M grant level) is $2,400. However, KSI will waive additional fee for the first year if it exceeds the limit of $50M.

NOTES:

All Customization requirements must be clearly documented in a Statement of Work (SOW) as contemplated in Exhibit B and signed off by both the Licensee and KSI. KSI then provides estimated number of hours required for the customization requested. KSI will perform customization after getting the approval from Licensee for the scope and number of hours required. Typical customization includes 2 revision rounds: first revision includes changes to the existing software (such as form changes and workflow changes) based on the SOW signed off by the Licensee and KSI. The second revision is fine tuning of the first revision. Once the SOW is signed off or KSI is authorized to make changes to the licensed module, then it is deemed the licensed module has been accepted by the Licensee.

Any necessary infrastructure hardware and software like DB, Web Server, Application Server, Backup up software, Anti-Virus software etc. will be provided by Licensee. KSI will provide Documentation on the recommended hardware configuration for the applicable Software.

Annual Support Services Fee is 20% of the License Fee. The Annual Support Services Fees also applies to Customization Fees, if any. Until any termination of Support Services as provided in the Agreement, KSI will invoice, and Licensee will pay, the applicable Support Services Fees for Renewal Support Terms.

Scope and cost of Customization Services and Installation Services are to be mutually agreed and set forth in Exhibit B. Hourly rate for customization is $150.

Any onsite training is charged in 8-hour block increments at the rate of $2,500. The number of attendees is limited to a maximum of twenty (20). Travel, boarding and lodging, and incidental expenses are reimbursed by Licensee for any onsite training activities. Online training is charged in 2-hour block increments at a price of $625.

Project plans are to be established prior to the kick-off meeting. Should the project be delayed due to the unavailability of Licensee's resources previously allocated to the project or resources being frequently unavailable, the project will be suspended and an administrative project reinitiating fee of $2500 will be charged. Prior to resuming the project, a mutually agreed upon new project plan and start date have to be established.

Payment Terms:

1) License Fee

License Fee	100% payable upon invoicing after signing the contract.
Installation Fee	100% payable upon Initial Installation of Software
Training Fee	100% payable upon completion of training
Maintenance Fee	100% payable at the beginning of each billing cycle and 1st billing cycle starts upon the initial installation of Software.
Customization Fee	Payable as per Statement of Work (SOW) and invoiced on a monthly basis for the T&Ms.

Exhibit B

Customization and Installation Services

Subject to the terms and conditions of this Agreement, including Licensee's payment of all Fees, KSI will use commercially reasonable efforts to perform the Customization Services and the Installation Services (referred to collectively in this Exhibit as the "Services"), and to provide the customizations to the Software ("Customized Software") and other deliverables (collectively, "Deliverables"), if any, set forth below in this Exhibit B.

The parties may change the scope of the Services and/or Deliverables, provided that any such changes (including costs and schedule impact) follow the Change Management Process described below.

Project Description:	The Customization Services and Installation Services as outlined in this Exhibit B and associated attachments.
Licensee Account Team	Project Sponsor: [NAME AND ADDRESS] Voice: Fax: Email: Project Manager: [NAME AND ADDRESS] Voice: Fax: Email: Technical Contact: [NAME AND ADDRESS] Voice: Fax: Email:
KSI Account Team	Account Manager: <<Name>> <<Title>> << Email>> << Phone>> Implementation Manager:

	<<Name>> <<Title>> << Email>> << Phone>>
Scope	The requirements for the Customized Software must be documented in a Statement of Work ("SOW") or equivalent document and must be signed off by both parties and to be attached to this Exhibit B titled "SOW". The Customized Software shall be developed pursuant to a mutually-agreed project plan to be attached to this Exhibit B titled "Project Plan". **Process leading to an SOW:** 1) KSI installs software at Licensee's site 2) Licensee uses the software and documents any customization requirements and sends them to KSI 3) KSI reviews and comes up with a schedule and cost of the customization items that can be accommodated. 4) KSI and Licensee finalize the list of customization items to be done, including their Acceptance Test criteria. 5) KSI documents the items in SOW. 6) Licensee reviews the SOW. 7) KSI and Licensee finalize and sign-off SOW. The signed off SOW is the basis for any customization work performed by KSI. Installation Services: Upon completion of the Customization Services, the Customized Software shall be installed pursuant to the mutually-agreed schedule. Additional work requested outside the SOW is considered out of scope and is subject to the Change Management Process described below.
Project Plan Deliverables	KSI shall produce an initial Project Plan. This initial Project Plan is targeted to be delivered at a mutually agreed upon date. This initial Project Plan incorporates the deliverables documented in the SOW as well as the Installation Services. Upon receipt of the Project Plan, Licensee shall promptly review it and notify KSI of any requested revisions to the Project Plan. The parties will negotiate in good faith any such requested revisions, with a target of two weeks after the delivery of the initial Project Plan from KSI, for completion of such negotiations and mutual agreement on the Project Plan. Licensee acknowledges that any dates provided for performance of the Installation Services and/or delivery of Deliverables are reasonable

	estimates only and that KSI's ability to perform under the Installation Services is based on the timely submission by Licensee of all specifications and other information necessary, and facility and infrastructure access, for the completion of this Project.
Licensee Responsibilities	Licensee shall provide the list of the customization items within the agreed upon timeframe. Licensee should provide User Acceptance Test Criteria as part of the SOW. Licensee shall provide KSI with User Acceptance Test (UAT) scripts to be used by Licensee for acceptance testing (as further described below) against the installed Customized Software so that KSI could test the software using these scripts in addition to their own testing before delivery of the Customized Software. Licensee shall install or make available all required hardware and middleware to support the Customized Software on the UAT system within the agreed upon timeframe. Licensee will provide KSI resources access to all necessary systems required to perform the work. Licensee will provide workspace, telephone, and internet access to all KSI team members when onsite.
Acceptance Criteria	The Customized Software is capable of performing in all material respects in accordance with the functionality specifications set forth in the SOW. Acceptance criteria must be specifically set forth in the SOW.
Acceptance Testing Process	Acceptance (***"Acceptance"***) of the Customized Software occurs as follows: Within 5 days (or such other time as mutually agreed in writing) after KSI's notice to Licensee of installation of the Customized Software module at the Licensee Site, Licensee shall conduct UAT and shall notify KSI whether or not Licensee accepts the Software module. Licensee may only reject the Software if it fails to meet the Acceptance Criteria specified in the SOW. If Licensee does not either accept or reject the Software module in writing ("UAT Report") within such time period, the Software shall be deemed accepted. Any non-conformity identified in the UAT report must be specified in sufficient detail to enable KSI to address it. KSI will review the UAT report and i) fix any items that do not conform to the criteria specified in the SOW, and ii) explain items which KSI believes are conforming to the SOW and hence won't be fixed. KSI will resubmit the updated software for Acceptance Testing. This cycle of testing and fixing/explaining ("UAT Cycle") will continue for one more cycle to cause the Software to conform

	to the applicable Acceptance Criteria. If after the second cycle, the Software is not confirming to the SOW, Licensee shall have the right to issue a final Review Notice (a "Rejection Notice") or continue with additional UAT cycles. If Licensee provides a Rejection Notice to KSI, such notice shall give Licensee the right to terminate the Customization Services as contemplated in this Exhibit B and associated attachments. Effective upon thirty (30) days from the date of such Rejection Notice, if KSI fails to cure any non-conformity specified by Licensee in writing in the Rejection Notice, the Customization Services as contemplated in this Exhibit B and associated attachments is terminated. Licensee shall pay all amounts due under this Exhibit until the day of Termination. Use by Licensee of any Customized Software in any production environment shall constitute Acceptance. Any non-conformities of the Customized Software outside of this Acceptance testing process, including the original Software modules, will be handled as part of the Support Services.
Applicable Rates	Out of scope work may be purchased at the regular hourly rate in Exhibit A (subject to change by KSI from time to time).
Expense Policy	All reasonable travel and living expenses will be billed separately from above rates and all be in accordance with the U.S. General Services Administration (GSA) allowance for lodging, meals, and incidentals.
Assumptions	Licensee resources will be available in a timely manner for the success of the project. KSI resources will be available in a timely manner for the success of the project.
Additional Terms	**Control of Services –** KSI has the sole right to control the manner, means, and methods by which KSI performs the Services under this Exhibit B. Licensee is only entitled to direct KSI with respect to the elements and results to be derived from the Services. Licensee may, however, require KSI's personnel, when on site at Licensee's facility, to observe the reasonable security and safety policies of Licensee that are provided to KSI in advance.

	Change Management Process - From time to time during the performance of the Services, one or both parties may wish to make changes to the scope of the project as described in this Exhibit B and/or the Project Plan. All project change requests must be submitted using a Change Order form. The Change Order will describe, in reasonable detail, the proposed change, its rationale, and the impact of the change on effort, cost, and schedule. The parties must agree on the Change Order and an authorized representative of each party must execute the Change Order before any changes are implemented. If the parties cannot agree on a Change Order, performance will continue as described herein, without the change. If and when agreed by the parties, the Change Order will be incorporated into this Agreement. KSI shall not be liable for any delays in the project resulting from the change control process, and the schedule in the Project Plan shall be updated to reflect any such delays. In the event that either KSI or Licensee anticipates that it will not complete the Services or Deliverables within any mutually agreed upon time frame, the anticipating party will notify the other party for negotiation of a mutually acceptable revision to the schedule or the Change Order.
	Ownership - the Deliverables and any and all other software, code, algorithms, programs, systems, inventions, know-how, techniques, and other technology created, conceived or otherwise developed by KSI (whether alone or jointly with Licensee) during the performance of the Services, including all intellectual property rights in and to such technology (the "Work Product") are owned exclusively by KSI and its licensors and suppliers, and to the extent constituting the Deliverables, is licensed to Licensee as part of the Software under this Agreement.

EXHIBIT C

KSI SUPPORT TERMS

Provided that Licensee is current on payment of the annual Support Services Fees and otherwise is in compliance with the terms and conditions of this Agreement, KSI will use commercially reasonable efforts to provide Support Services in accordance with this Exhibit C.

Support Services.
Support Services consist of:

(i) technical support via telephone and Internet web browser provided by KSI to Licensee's Authorized Contacts (as defined below) during normal business hours regarding Licensee's use of the Software, and

(ii) the use of commercially reasonable efforts to correct Errors in the Software reported by Licensee, as provided in this Exhibit C, and

(iii) periodic delivery of bug fixes, maintenance releases, and other minor enhancements to the Software that KSI makes generally available to its Licensees without additional charge ("***Updates***") as and when KSI makes such Updates commercially available to its licensees.

An Error is defined as a failure in the Software to perform in any material respect in accordance with the functional specifications (not UI/UX related) set forth in the applicable Documentation.

Licensee Obligations.

1. Cooperation. As a condition to KSI's obligations under this Exhibit C, Licensee shall at all times:
    a. provide KSI with good faith cooperation and access to such information, facilities, and equipment as may be reasonably required by KSI in order to provide the Support Services
    b. provide such personnel assistance, including the account team and other Licensee personnel, as may be reasonably requested by KSI from time to time; and
    c. carry out in a timely manner all other Licensee responsibilities set forth in this Exhibit C.

    In the event of any delay in Licensee's performance of any of the obligations, or any other delays caused by Licensee, the targets times may be adjusted as reasonably necessary to account for such delays.

2. First Line Support. Licensee is responsible for providing first line support of the Software to its end users.
    a. Licensee will provide an appropriate number of trained personnel available to provide, in a competent manner and consistent with industry practice, first line support of the Software to end users. A minimum of two trained administrators and one IT engineer for each module identified in Exhibit A is recommended. Unless otherwise specifically agreed in writing by KSI and paid for by Licensee, KSI will have no obligation to provide any direct support of License's end users.
    b. As part of first line support, Licensee will use all reasonable efforts to diagnose and solve the Errors and other issues presented in end user support requests. First line support shall include logging the issue, collecting all user information, answering all basic questions and using reasonable efforts to identify the root cause of the Error (Error determination).

3. Second Line Support Requests. For those cases requiring escalation to KSI for second line support, Licensee will provide a summary of relevant communications, as well as facts on Error determination and

a reproducible test case, whenever possible. Second Line Support cases between Licensee and KSI will be logged and archived at KSI.

a. Whenever possible, Licensee will supply a minimal, a reproducible test case that manifests the problem should be made available for each problem submitted to KSI. Such test cases should manifest the reported problem in an environment that can be duplicated by KSI. Cases that cannot be reproduced may require access to the end user. If a reproducible test case is not available, a detailed description of the end user's environment and problem will suffice.
b. Support Services may only be requested by Licensee through its technical personnel whose names and contact information have been provided by Licensee to KSI ("***Authorized Contacts***").

Requesting Support from KSI.

Licensee Authorized Contacts may contact KSI's customer support by phone via a phone number to be supplied or through the Customer Support web application or via e-mail using an email address to be supplied.

KSI will provide support during normal business hours, which currently are from 9:00 AM to 5:30 PM Pacific time, Monday to Friday excluding holidays.

Error Severity Levels and Target Response Times:

Severity	**1**	**2**	**3**	**4**
Issue Description	Software module down	Major problem but module operational with	Non-critical function broken	All operations function, but not in the most efficient manner
Response Time	Acknowledgement: 2 hours Ticket will be opened and the problem will be discussed with Licensee's Authorized Contacts within 4 wall clock	Acknowledgement – 4 business hours Ticket will be opened and the problem will be discussed with Licensee's Authorized Contacts within 8 business	Acknowledgement – 8 business hours Ticket will be opened, it will be reviewed and have a priority set based on impact.	Acknowledgement – 8 business hours Ticket will be opened
Efforts; Resolution	Top priority will be given to solve the Issue with commercially reasonable efforts. The Issue will be escalated to the highest levels of KSI until the Issue is resolved and a patch will be released as soon as possible to fix the problem (unless the severity level is reduced).	Priority will be given to solve the Issue with commercially reasonable efforts. Depending upon the Issue, a fix will be released as part of support release unless the severity level is reduced.	Fix will be provided through the normal Update release process. There are up to four (4) Update releases projected during a year. The number may be adjusted based on need.	The issue will be evaluated, assigned a priority and it will be addressed in priority order. Due to the nature of these issues, addressing it may not include making a change. If addressing it results in a code change, the change will be provided through the normal Update release process.

* Severity one (1) issues must be reported by phone.

Additional Terms

Professional Services Not Included: Support Services do not include any professional services, such as configuration, installation, customizations, training and similar services. Any such services will be provided under a separate agreement and are subject to Licensee's payment of additional services fees.

Enhancements and/or customizations made for Licensee are not covered under these Support Services Terms unless otherwise specifically agreed to by KSI in writing.

Supported Versions: KSI provides Support Services for its then-current version of the Software and version immediately preceding it. All prior versions are unsupported, and any support requested by Licensee regarding such versions may be provided at KSI's sole discretion, subject to Licensee's payment of additional fees.

Discontinued Products: KSI is not obligated to provide Support Services to Licensee in connection with any discontinued Software modules beyond the date specified in KSI's notice of such discontinuance.

REQUEST FOR PROPOSAL

Electronic Research Administration (eRA)

RFP # MLO-884

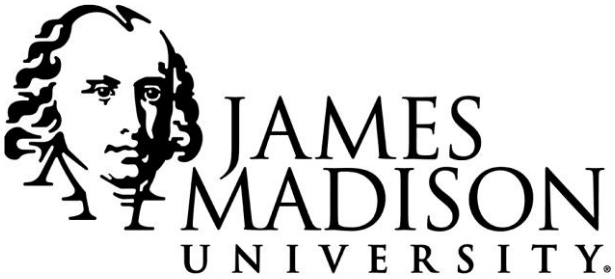
Proposal Due Date: February 2, 2016

Proposal submitted to

James Madison University

From

Key Solutions, Inc.
2803 Lakeview Court
Fremont, CA 94538
Phone: 510 456 4515
Fax: 510 456 4501
www.keyusa.com



Request for Proposal

RFP # MLO-884

Electronic Research Administration System

December 18, 2015

REQUEST FOR PROPOSAL
RFP # MLO-884

Issue Date: **December 18, 2015**

Title: **Electronic Research Administration 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 2:00 p.m. on January 26, 2016 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, owensml@jmu.edu, 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:

KEY SOLUTIONS INC.

2803 LAKEVIEW COURT

FREMONT, CALIFORNIA 94538

Date: January 28, 2016

Web Address: WWW.KEYUSA.COM

Email: RUPAM@KEYUSA.COM

By: M. Swarupa Lam
(Signature in Ink)

Name: SWARUPA R MALLIPEDDI
(Please Print)

Title: OPERATIONS MANAGER

Phone: 510-456-4502

Fax #: 510-456-4501

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 MSR #2 MSR #3 ____ #4 ____ #5 ____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:
☐ YES; ☒ NO; *IF YES* ⇒⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY ***IF MINORITY:*** ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

This proposal is subject to the terms and conditions of the attached software license agreement

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.

January 7, 2016

ADDENDUM NO. ONE

TO ALL OFFERORS:

REFERENCE:

Request for Proposal No:	**RFP# MLO-884**
Dated:	**December 18, 2015**
Commodity:	**Electronic Research Administration System**
RFP Closing On:	**January 26, 2016 at 2:00 p.m. (*Eastern)***

Please note the clarifications and/or changes made on this proposal program:

1. QUESTION: Do you require a copy of the proposal by email in addition to copies, Digital (1) and Hard (9) copies to be mailed to JMU?

   ANSWER: Proposals received via email will not be accepted. Please refer to page 10 of the RFP for instructions on proposal submission.

2. QUESTION: What is the contract period for? Section I. PURPOSE asks for initial contract period of 1 year with (9) addition one-year periods but the X. PRICING SCHEDULE asks "State 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."

   ANSWER: The contract period will be for one (1) year with the option to renew for nine (9) one-year periods. Offerors should provide maintenance costs for the first year and each of the following nine (9) years.

3. QUESTION: We are not clear about the specific scope of the project? Please clarify if the modules listed below are the correct scope?
   - IRB
   - IACUC
   - Conflict of Interest (COI)
   - Grants Management (Proposal Development, Pre Award & Post Award)
   - Biosafety (IBC)

   ANSWER: This list accurately represents the main target areas of the project. Functionality and ease of use within these target areas will be assessed to determine the system that best meets the University's needs. Responses may include functionality outside of these target areas if the Offeror believes this functionality would be useful to JMU's grant management objectives or if it is required for the operation of the proposed system to support these target functions.

4. QUESTION: What deployment option is requested for the proposal?
SaaS (Company hosted and managed) or License (Customer hosted and managed)

   ANSWER: The University is open to both deployment options.

5. QUESTION: What is the timeline for implementation?

   ANSWER: The RFP requests the Offeror suggest a timeline for implementation as well as state the time and resources required from the University for a successful implementation. At this time, the University desires to enter into a contract with the successful Offeror in the Summer of 2016. Implementation, data conversion, testing and training would take place Fall 2016 through Spring 2017 with an expected go-live date of July 1, 2017.

6. QUESTION: What current modules have home-grown databases?

   ANSWER: There is an established Access database housing proposal and award data that provides managerial reporting. Post award financial administration is supported by a PeopleSoft (Oracle) General Ledger (without the Grants Management Module) and PeopleSoft (Oracle) Human Resource systems. Effort Reporting is accomplished through MAXIMUS's Effort Reporting System. All other modules are supported with secure websites and/or Excel spreadsheets.

7. QUESTION: There is mention of Responsible Conduct of Research (RCR). Are you expecting any specific functionality related to Responsible Conduct of Research in any of the modules?

   ANSWER: Students receiving financial support from certain Federal research awards must receive RCR training prior to receiving that support. JMU desires to know if the proposed system supports this requirement in any way.

8. QUESTION: Under "Application Functionality", Section C. Reporting, #2: What functionality does JMU mean with the "Do Not Publish" option? Are you referring to the grants application?

   ANSWER: While most sponsors expect JMU to recognize their organization's award of funding to the University, JMU occasionally receives funding from an external organization that does not wish to be identified to the general public. JMU desires to know what functionality exists within the proposed system that would allow suppression of that organization's award and what impact that "do not publish" designation would have on the proposed system (impact of the setting on: viewing data in the system, reporting, summary totals for number of proposals and awards, summary total of awarded dollars, etc.)

9. QUESTION: JMU processes approximately 950 protocols per year. What is the number of active protocols broken down into each committee?

ANSWER: IRB number of active protocols: 600
IACUC number of active protocols: 30
IBC number of active protocols: 20
COI number of yearly disclosures: 120
Grants dollar award amount per year: $20,000,000

*Please note the majority of research is student driven with many submissions being for semester only projects. The number of active protocols can vastly fluctuate at any time. The number of JMU protocols "processed" is much higher than the "active" protocol numbers in that JMU accounts for all Addendums, Extensions, and Annual Renewals.

10. QUESTION: What agencies does JMU seek awards from?

ANSWER: All Federal, State, and Private (Non-governmental, Foundation, Non-profit; Industry) sponsors that provide eligible funding to Institutions of Higher Education or to 501c3's are potential sponsors. Our current list of sponsors also includes foreign organizations and governments.

11. QUESTION: What systems do you want to integrate with? Oracle PeopleSoft, Maximus Effort Reporting, Ellucian Advance Web? What data do you want to pull from Ellucian Advance Web?

ANSWER: JMU desires to know what capabilities exist to integrate with these systems and what advantages would be realized with these integrations. For example, while there is no requirement that the successful Offeror integrate with Oracle/PeopleSoft, the ability to use JMU's salary data to build proposal budgets could be advantageous to proposal development.

Related to the Advance Web system, the University desires to share information related to external "Private" sponsors, specifically Foundations, Non-Profits, and Industry sponsors with JMU's Advancement Office. Rather than listing required data elements, JMU requests that the Offeror indicate what integration, data exchange, workflows or reporting exists, to support JMU's desire to better communicate data related to "gifts" and "sponsored programs" that are received from the same external organization.

Signify receipt of this addendum by initialing *"Addendum #1"* on the signature page of your proposal.

Sincerely,

Matasha Owens, MPA, VCO
Buyer Senior

January 19, 2016

ADDENDUM NO. TWO

TO ALL OFFERORS:

REFERENCE:	Request for Proposal No:	**RFP# MLO-884**
	Dated:	**December 18, 2015**
	Commodity:	**Electronic Research Administration System**
	RFP Closing On:	**February 2, 2016 at 2:00 p.m.** ***(Eastern)***
		~~**January 26, 2016 at 2:00 p.m.** ***(Eastern)***~~

Please note the clarifications and/or changes made on this proposal program:

1. The closing date and time has been extended to February 2, 2016 at 2:00 p.m.

2. QUESTION: Can you please provide JMU's number of unique sub-recipients?

   ANSWER: Less than 20; however, this can vary significantly from year to year.

3. QUESTION: Of JMU's $20,000,000 in annual grant revenue, how much of that is NIH funding?

   ANSWER: Around $500,000; however, this can vary significantly from year to year.

Signify receipt of this addendum by initialing *"Addendum #2"* on the signature page of your proposal.

Sincerely,

Matasha Owens, MPA, VCO
Buyer Senior

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

Dear Matasha Lyn Owens

Electronic Research Administration System (eRA) RFP # MLO-884

Thank you for providing us the opportunity to submit the proposal for the web based online Software for James Madison Universities Research Administration and Compliance, which include Grants Management, Financial Conflict of Interest, IACUC (Animal Subjects), IRB (Human Subjects) and IBC (Biosafety) modules. We are excited about the opportunity and confident that the extraordinary expertise developed by our company over the years in providing solutions for the Research Organizations will make this Software Project a great success. We are confident that our company is more than capable of meeting and exceeding the requirements outlined in the RFP. Our advantages are superior quality, proven technology expertise, and domain knowledge of the underlying business processes in Research Compliance and Administration Systems.

This proposal shall remain in effect for a period of 60 days following the closing date and subject to terms and conditions of attached software license agreements.

Thank you once again for your consideration and we look forward to working with you on this project.

Sincerely,

Matthew Halbreich
Key Solutions, Inc.
2803 Lakeview Court
Fremont, CA 94538
Phone: 510 456 4525
E-mail: matthewh@keyusa.com

REQUEST FOR PROPOSAL

RFP # MLO-884

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Attachment 4: ERA-VPAT Brief

Attachment 5: Ratproxy Audit Report

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Attachment 7: Sample "Master Software License Agreement"

SECTION I: EXECUTIVE SUMMARY

Executive Summary

James Madison University is seeking an Electronic Research Administration System that will automate and decentralize processing and summary reporting capabilities, archive required periodic technical and financial reports from end users, and assist with regulatory compliance and monitoring. Our system is an out of the box system capable of routing approvals and workflow capabilities, proposal processing and system-to-system submissions to sponsors, automation of award acceptance and processing protocols for human subject, animal care, and recombinant DNA and synthetic nucleic acid molecule research, automation of reminder notices and reporting summary data.

Key Solutions, Inc (KSI) has more than twenty years of experience in developing, implementing, and supporting enterprise class software applications and more than 12 years in the Life Sciences space. KSI is interested to participate in this project and helping JMU's search for Research Administration and Compliance Software. KSI provides a platform solution which include modules for Sponsored Project Administration (SPA), Grant Management System, Conflict of Interest (COI), Animal Subjects (IACUC), Lab Animal Resource Management (LARS), Lab Animal Health & Study Management (LAHS), Human Subjects (IRB), Bio Safety Committee (IBC), Radiation Safety Committee (RSC), Chemical Safety Committee (CSC), Stem Cell Committee (SCRO), Controlled Substance (CS), Material Transfer Agreement (MTA), and Post-approval compliance monitoring.

Our scope in this project includes providing pre-built off-the-shelf Grant proposal Management Software product that will be configured and customized as per the requirement, providing training to the end users and the IT staff, providing documentation for the users and IT staff, providing on-going support and maintenance. If required, we can also provide any custom development and system integration services, Help Desk, and Application IT Maintenance as part of optional IT Professional Services. Our systems can also interface with external financial systems with a key goal is to reduce the reliance on legacy systems.

We have implemented many similar projects with similar sized institutions and dedicated, experienced project managers, qualified engineers and project staff manages our projects. Our proven project management methodology allows managing project risk by implementing most cost effective software solutions meeting or exceeding the customer expectations.

SECTION IV

STATEMENT OF NEEDS & RESPONSES

STATEMENT OF NEEDS & RESPONSES

James Madison University is seeking an Electronic Research Administration System that will automate and decentralize processing and summary reporting capabilities, archive required periodic technical and financial reports from end users, and assist with regulatory compliance and monitoring. The system must be capable of the following:

- Routing approvals and workflow capabilities.

  {KSI Response}: The system has routing approvals and workflow capabilities.

- Proposal processing and system-to-system submissions to sponsors.

  {KSI Response}: The system has ability for proposal processing and system-to-system submissions to sponsors.

- Automation of award acceptance and processing protocols for human subject, animal care, and recombinant DNA and synthetic nucleic acid molecule research.

  {KSI Response}: The system has the capabilities for automation of award acceptance and processing protocols for human subject, animal care, and recombinant DNA and synthetic nucleic acid molecule research.

- Automation of reminder notices and reporting summary data.

- **{KSI Response}:** The system as the capabilities for automation of reminder notices and reporting summary data.

The Contractor shall have available and be able to demonstrate the use and functions of the following components and/or features of an Electronic Research Administration System. It is expected that any proposed software will already be fully developed, tested, offered publicly for sale and available immediately for installation. <u>For this project, the University is not interested in custom developed software.</u> Describe in detail the manner in which each item is addressed by the system.

A. <u>APPLICATION FUNCTIONALITY:</u>

1. Describe the features, functionality, administration, and ease of use of proposed Research Administration System with respect to workflow, routing and tracking of required approvals, and reporting.

   {KSI Response}: With easy-to-use eGrants, the entire grant process is optimized, saving time, increasing productivity, and ensuring accuracy. The web-based module facilitates:

   • Identifying Opportunities – For Federal whether you search by Opportunity ID or CFDA, eGrants recognizes the mandatory forms needed per funding opportunity. For Non-Federal, you can maintain links to approved websites for easy access by investigators.

   • Proposal Development is eased by auto filling fields from previous entries in the proposal and in many cases, pulling information from libraries of institutional information.

   • Budget Creation - Enter financial information and see the cumulative budget for your proposal. Can automatically pull current personnel salaries, including 12-month, academic year, or summer salaries. Auto-calculation of fringes benefits, F/A and annual increases.

• Internal Routing, Review, and Approval – Users can adjust routing for required approvals and create different routing for specific types of proposals. Our integrated tools and agency validations minimize internal routing and review time, as well as submission errors. Alternate approvers can be established, and routing is done automatically and electronically.

• System-to-System (S2S) Submission

• Award Management - eGrants allows users to manage all post-submission activities such as inbound/outbound communication, sponsor validations, award details, award set-up and many other post-award functions.

• Financial Reporting & Progress Reporting – The system has built in standard reports and a flexible tool for building ad-hoc reports. There is also the capability to scheduling the running and delivery of those reports.

2. Describe in detail the funding proposal development, submission, and reporting capabilities of the system. If the system has integrated modules, identify what modules are required to achieve the stated functionality.

{KSI Response}: The system is configured for simplified proposal creation process with validations, auto-population of personnel/organizational information and data retrieval options to re-use existing standard information. Standard information is pre-populated into the proposal such as organizational and/or personnel data and others. Information entered in one form that is used in other forms, is automatically added to the subsequent forms.

Pre-Award Lifecycle

The Principal Investigator can:

- Create a federal or non-federal proposal electronically. Either from scratch or by copying sections of previously submitted proposals. If the application is to be submitted via grants.gov, current forms, guidelines, and RFI information is automatically downloaded.
- Add collaborators to aid in the preparation of the proposal by allowing them to view or complete/edit one or more sections of the proposal.
- Benefit from the use of institutional information libraries used to provide personnel information and organizational data to the application.
- Smart forms will allow logic branching to simplify and streamline completion of the application.
- The system will automatically check-for-completeness to assure mandatory fields are completed.
- Access stored bio sketches previously developed for different sponsors.
- Budgeting features auto calculation budget entries based stored institutional F/A rates, Fringe Benefit rates, inflation rates, and salary caps. Salaries can be pulled from institutional database if an interface is established and can compute 12-month, academic year, or summer salaries.
- Allow Subawardees access to a Subawardee portal for entering and submitting budget and work scope for a specific project. Once approved, the budget will automatically be included in the proposal budget.
- Once completed, the proposal is electronically routed for review and approval based on a routing sequence established by the institution. The routing sequence can be role based allowing the system to route the proposal to the PI's department chair without the PI or

someone in the SPO having to enter it every time. Ad-hoc routing can also be initiated for special cases where a unique routing is required

The Sponsored Projects Office can:

- View in progress proposals which allows them to reach out to PIs and offer assistance
- Monitor (and expedite when necessary) the progress of a proposal through the routing process
- Be freed of having to send emails for notification of proposals received, sent, reminders, etc. Communications are significantly strengthened.
- Document in the system communications to the PI and/or sponsor.
- Run reports to summarize activity.
- System-to-System electronic submission where enabled.
- Create an electronic centralized repository with the proposal, attachments, correspondence, sponsor guidelines and other relevant information.
- Facilitate the establishment of the award in the financial system.
- The Post-Award capabilities require an interface with the institution's financial management system. Once established, information such as account balances, submission of the FFATA forms, documentation and easy access to sponsor terms, conditions, policies, and guidelines to help insure compliance with sponsor requirements.

Integrated Modules:

As part of our Integrated Software for Research we offer multiple compliance software modules that can be integrated with the eGrants system. The compliance module allows for creation, submission, review and approval of protocols. Our Integrated Software System includes several modules such as IRB, IACUC, and IBC for efficiently running electronic research administration functions. All of our modules operate via a single portal and require a single tab click to move seamlessly from one module to the next.

Specify the system's ability to:

a. Find or disseminate funding opportunities.

{KSI Response}: The system allows users to search funding opportunities based on multiple criteria such as Opportunity ID or CFDA number etc. allowing finding detail proposal information.

b. Support development of proposals to Federal, State, or Private (Foundation, Non-Profit, or Industry) sponsors.

{KSI Response}: The system handles all types of proposals including internal and external contracts, grants, federal and non-federal. It supports proposal preparation, including forms for internal or federal sponsors. The system also has the capability of managing the review and approval process for competition of internally distributed funds.

c. Provide permissions hierarchy for routing approvals.

{KSI Response}: }: The system provides configurable routing rules in the workflow engine, which can be implemented to route proposals through different workflows. The system supports flexible workflow and/or notifications to/for different departments or schools to ensure

appropriate internal review and approval for pre-submission and revisions maintaining defined approval hierarchies and routing process.

d. Indicate, in real time, where the proposal is within the workflow process to determine status and progress.

{KSI Response}: The system tracks all events throughout the entire life cycle of a proposal for review or future auditing purposes. The proposal events history is viewable under the event history section. This includes viewing of all attachments and versions of the proposal. Dashboards reflect the status of events in the lifecycle for all proposals.

3. Describe in detail the system capabilities for processing protocols for the Institutional Review Board (IRB), Institutional Biosafety Committee (IBC), and Animal Care and Use Committees (IACUC). If the system has integrated modules, identify what modules are required to achieve the stated functionality.

{KSI Response}: Key Solutions offers an eProtocol IRB, IBC and IACUC software modules to help automate the creation, management and submission of these protocols including such as tracking the approval process, creating meeting agendas, and maintaining version control. Other features include:

- Configurable Workflow
- Smart Forms Management
- Online Protocol Submission
- Supports all types of review
- Renewal, Amendments, Adverse Events and Deviations
- Paperless Review Process
- Generate Meeting Agenda
- Document Meeting Minutes
- Standard and Ad-Hoc Reports
- Protocol Management and Version Control
- Complete Audit Trails

Our IBC software can be integrated with our IRB/IACUC software to tie an existing IBC protocol to an IRB/IACUC protocol.

Specify the system's ability to:

a. Provide permissions hierarchy for routing approvals.

{KSI Response}: The system provides configurable routing rules in the workflow engine, which can be implemented to route information through different workflows. The system supports flexible workflow and/or notifications to for different departments or schools to ensure appropriate internal review and approval for pre-submission and revisions maintaining defined approval hierarchies and routing process.

b. Indicate, in real time, where the proposal is within the workflow process to determine status and progress.

{KSI Response}: The system tracks all events throughout the entire life cycle of a proposal for review or future auditing purposes. The proposal events history is viewable under the event history section. This includes viewing of all attachments and versions of the proposal. Dashboards reflect the status of events in the lifecycle for all proposals.

4. Describe any other available functionality or modules that would support Research Compliance to include the following:

    a. Financial Conflict of Interest (FCOI).

    [KSI Response]: Key Solutions offers a user- friendly web based electronic eCOI solution for managing the financial conflict of interest / disclosure operations, which include facilitating the management of annual disclosures by the online process of:

    - Development
    - Submission
    - Routing
    - Tracking
    - Conflict management plans
    - Approval
    - Reports
    - Audit trails

    b. Sub-recipient review and monitoring.

    [KSI Response]: Systems has the ability to track sub-recipient deliverables and the application is configured to accommodate business roles for the sub-recipient.

    c. Responsible Conduct or Research (RCR).

    [KSI Response]: The system allows training records to be saved which includes training for Responsible Conduct of Research. KSI has integrated with many training programs including CITI and AALAS. Additional training integrations can be discussed during implementation.

5. Describe in detail data export capabilities and identify what modules, if any, are needed for stated functionality.

    Specify the system's ability to:

    a. Export of proposal budget(s) to the general ledger.

    {KSI Response}: Yes the system has the ability to export of the approved budget(s) to the general ledger.

    b. Export of Foundation and Non-Profit organization proposal data to Ellucian Advance Web.

    {KSI Response}: Our system can integrate without any limitations and can integrate real-time or batch process. More information is needed on what export data is of interest.

6. Describe in detail data import capabilities and identify what modules, if any, are needed for stated functionality.

Specify the system's ability to:

a. Import salary data from Oracle PeopleSoft Human Capital Management 9.1.

{KSI Response}: The system is designed to be an open system following open standards and can be integrated with other third party systems such as Oracle PeopleSoft Human Capital Management 9.1 with ease through standard API or batch processing tools. An interface to Oracle will allow the transfer of HR and Financial data between Key Solutions modules and Oracle. Data can be transferred from Oracle to Key Solutions or vice-a-versa.

7. Tracking features related to the collection of technical and progress reports and cost sharing/matching commitments.

   a. Import salary data from Oracle PeopleSoft Human Capital Management 9.1.

      [KSI Response]: Yes, the system has the capability to import salary data from third party systems such as Oracle PeopleSoft Human Capital Management.

   b. Regeneration of prior proposals.

      [KSI Response]: They system has the ability to copy from prior proposals using the "Clone" feature.

   c. Import legacy proposal and award data.

      {KSI Response}: Yes, this can be done during implementation. A key part of the implementation is a "data migration plan".

   d. Import of expenditure data for sponsored awards

      {KSI Response}: Yes, the system can import expenditure data for sponsored awards via the development of an interface with your institutional financial system.

   e. Import Foundation or Non-Profit organization data from Ellucian Advance Web.

   [KSI Response]: Our system can integrate without any limitations and can integrate real-time or batch process. More information is needed on import data is of interest.

8. Tracking features related to the collection of technical and progress reports and cost sharing/matching commitments.

   [KSI Response]: Our system has a "Reports and Reminders" feature that allows the establishment of a tracking feature for required reports (technical or financial) progress reports, cost sharing requirements or other reports. The system will automatically generate reminder emails according to timetables and frequency of reminders established.

9. Describe the use of available automated reminder functionality to include:

   a. Reminders related to missing pieces of a funding proposal.

      [KSI Response]: The system has a "Check For Completeness" feature that will ensure all necessary information is completed before a proposal can be routed for internal approval or submitted to a sponsor. A prompt will display on what information is still needed. "Check For Completeness" button will hyperlink to all required information that is still missing and the section to complete. The system supports validations specific to sponsor business rules

such as Completion of required fields, F&A caps, F&A terms, Salary Caps, Restricted Expenditures, Cost Sharing, Allowable Fringe Benefit Rates, etc. In addition, the "Reports and Reminders" feature allows the establishment of proposal features that are required. The reminder will generate an automated email until completed.

b. Annual renewals.

[KSI Response]: The system has configurable, date driven alerts for notification of impending deliverables, reporting, project milestones and annual renewals.

c. Award close-out reminders.

[KSI Response]: The system enables easy and effective award closeout. The system has configurable, date driven alerts for notification of impending deliverables, reporting, project milestones, and/or close-out reminders.

d. IRB, IBC, or Animal Care protocol expiration reminders.

[KSI Response]: Yes, the system has this capability. E-mail notification can be sent automatically to the PI notifying of the pending expiration. E-mail templates will come pre-populated with the system and the ability to edit and add additional templates is available on the go by the "site administrator" role.

10. Describe any system archiving process, particularly any processes that would be completed at year-end.

[KSI Response]: Our implementation process includes system backup process. System archiving process scope and cost can be mutually determined based on customer preference at the time of system implementation.

a. Indicate steps necessary to reactivate or clone protocols or proposals that have been archived.

[KSI Response]: Compliance/Protocols - From the home page of the PI, the "Clone Protocol" button can be used to clone a protocol and the information to the new protocol.

eGrants/Proposals – If you have previously created a proposal, you can save time by using it as a base for a new proposal using the "copy forms" feature

b. Describe security/versioning features to avoid overwriting of archived information.

[KSI Response]: Once a protocol is cloned, it is given a new protocol ID leaving the archived protocol untouched.

Proposals used to copy forms leave the archived information untouched and copy only the form information to a new proposal ID.

11. Describe any additional functionality or capabilities not previously mentioned that would enhance Research Administration at James Madison University. Identify what modules, if any, are required for stated functionality.

[KSI Response]: Key Solutions offers additional modules not mentioned in the RFP such as our Lab Animal Resources Module (LARS) and Lab Animal Health Records Module (LAHS). The

LARS and LAHS modules can be integrated with the IACUC module to share the protocol details such as number of approved animal species, number of animals, protocol ID, PI information etc. The LARS module is used for animal ordering/tracking, animal census, and animal billing. The LAHS module is focused on health records of animals as well as ability for vets and vet techs to create incident reports and episodes for animals. They can schedule procedures and monitor outcomes and observations of animals as well.

KSI has additional EH&S compliance modules other than Biosafety (IBC) including Radiation Safety (RSC), Chemical Safety (CSC), Controlled Substance (CS), and Stem Cell Research protocol management systems. Please see attachment 2 *"KSI Company and Product Overview"* for all research compliance and administration modules.

B. APPLICATION TECHNOLOGY:

1. 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.

   [KSI Response]: Application is developed following OWASP (open web application security project) guidelines and is considered secure. Sensitive fields in the database are encrypted using the encryption scheme of customer's choice. All recent and popular encryption algorithms are supported.

2. 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.

   [KSI Response]: The application is developed to be flexible and configurable to an organization's needs, forms, workflow, email templates, online help can be modified.

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

   [KSI Response]: Tools required to configure the application are included in the app and requires minimal browser usage skills and knowledge of the application. Non-technical staff can perform this task.

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

   [KSI Response]: Workflow engine is included in the application, the routing of forms from one role to the next and associated events such as who receives next and content of notifications can be modified. Application comes with a default workflow pre-configured.

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

   [KSI Response]: Application configuration parameter for email will be setup to use JMU's email server, a service account will be required to connect to the email server. Emails will be sent to Faculty/Staff and to students.

C. REPORTING:

1. Describe in detail system reporting capabilities for any offered functionality, including proposals, IRB, IBC, and IACUC. Indicate what data can select for reporting. Differentiate and describe

any differences between 'canned' reports and the ability to produce ad hoc reports. Specify the system's ability to:

[KSI Response]: Our system offers many built in 'canned' reports as well as the ability to produce ad hoc reports.

'Canned' Proposals / eGrants – Submission Planned during the period report, Proposal values for the period report, proposal corrected, proposals submitted for revision/renewal/resubmission report, proposals using same opportunity, waived F&A report, total number of key-personnel involved in research, submitted vs. received, average number of days to set-up an award. (The system also has ability run reports specific to sponsor, CFDA, PI, Campus, School/College, Department level, Date ranges, Status, proposal type, grant value range and awarded amount range.)

'Canned' IRB Reports – Active Protocols, Acknowledgment Letters, Agenda List, Approval Letters, Closed Protocols, Committee Load Report, Conflict of Interest, Expiration Notice, Member Expiration Date Report and Renewal Notice.

'Canned' IACUC Reports – Active Protocols, Approval Letter, biohazard report, communication purposes, exceptions report, food fluid restrictions report, investigator managed report, list hazardous agents, MMSS Surgical protocols report, new personnel report, per species report, protocols using husbandry report, species only report, surgical protocols AAALAC/USDA.

'Canned' IBC Reports – Active protocols, Approval letter, closed protocols, expiration notice, renewal notice, turnaround time report – committee, turnaround time report – PI.

Our system also has ad-hoc reporting capability for Generic reporting purposes. Criteria such as committee, panel, protocol status, form status, review type, review cycle type, protocol ID, form names, and approval/expiration dates can be chosen for on the fly reporting and saved for future use.

a. Allow end users (deans, department heads, etc.) to access reports for their college or academic unit.

   [KSI Response]: The system has the ability to pull reports by organization level, campus level, school/college level down to the department level.

b. Develop ad hoc reports and any access requirements for producing ad hoc reports.

   [KSI Response]: They system has the ability to generate ad hoc reports. The report criteria can be saved to run the same report in the future. Standard canned reports come with the system as well.

2. Describe any "Do Not Publish" functionality in the proposed system. Identify the fields that are impacted and explain the setting(s) impact on reporting.

   [KSI Response]: Only the people associated with the proposal and the grants office have access to a proposal. The system has the ability to further limit access by allowing the PI to make specific sections/forms in the proposal either un-editable or un-viewable. It is a simple as selecting a check box next to the name of the proposal co-developers.

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

[KSI Response]: Our system also has ad-hoc reporting capability for Generic reporting purposes. Criteria such as committee, panel, protocol status, form status, review type, review cycle type, protocol ID, form names, and approval/expiration dates can be chosen for on the fly reporting and saved for future use.

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

   [KSI Response]: Our system comes with default reporting tools, but has the ability to integrate with commercial third party reporting tools.

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

   [KSI Response]: Information Technology Staff are not required for KSI's reporting capabilities.

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.

   [KSI Response]: Standard training is 16 hours per module at a cost of $5,000. Additional 8-hour training sessions can be purchased/module at a cost of $2,500. Training is done remotely with a train the trainer approach. On-site training is done on request and requires expenses to be paid by the institution (airfare, food, lodging, etc).

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

   [KSI Response]: Many of the above items are included with system purchase and implementation; however, final scope to be determined. In case there is a need for custom development, conversion (migration), project management etc then a rate of $150/Hr will apply as part of professional services. Updates are typically provided once/quarter and upgrades are provided once/year.

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.

   [KSI Response]: Please refer to attachment 7, exhibit C in the "*Master Software License Agreement"* for support details.

E. GENERAL:

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

   [KSI Response]: Please refer to attachment 3 *"KSI Sample Project Methodology and Implementation Plan"* document in attachments.

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

   [KSI Response]: Please refer to attachment 3 *"KSI Sample Project Methodology and Implementation Plan"* document in appendix.

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).

   [KSI Response]: Our Integrated Research Administration Compliance solution is developed following the applicable guidelines set forth in Section 508 Federal Guidelines on Accessibility. Several test cases are developed to test the app for accessibility guidelines, some of which are derived from usability.gov. This information is shared with our customers. Please refer to attachment 5 *"ERA-VPAT BRIEF"* for VPAT details.

4. 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).*

   [KSI Response]: KSI does not use any third party vendors.

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.

   [KSI Response]: Please refer to attachment 6 *"Key Solutions Application Logical Network Layout"*

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

   [KSI Response]: The application is developed in Java and runs as a servlet in Apache Tomcat server. Several open source toolsets are used for HTTP request processing, MVC framework. XML processing, PDF generation, Hibernate for object to relational data mapping.

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

   [KSI Response]: If application is deployed per our recommendations most requests are handled under 1 sec, complex functions such as reports take a little longer based on the amount of data

utilized.

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

   [KSI Response]: Preferred approach is to utilize the web services provided by the application. We are open to collaborating on any additional tools or requirements.

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

   [KSI Response]: A current popular browser such as IE, FireFox, Safari is required on the client side and Acrobat reader to read PDFs. No additional software is required on the client side.

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

   [KSI Response]: Application works for Macintosh clients using the Safari or FireFox browser.

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

   [KSI Response]: There is no functionality loss if client applications are run using a regular account.

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

   [KSI Response]: Application is usable from mobile devices such as iPad, etc. Since no data is stored on the client side there are no security limitations.

9. 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).*

   [KSI Response]: Application utilizes these methods internally. Access to the database from other programs using these methods is possible for read-only purposes.

10. 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.

    [KSI Response]: Application includes a framework for integrating with popular services such as training data, funding data, financials, LDAP. Methods supported are batch jobs, direct to db connections and web services. Apache Axis2 is a toolset for integrating to our web services. Pricing is provided in the price quote.

11. 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.

[KSI Response]: Our application is ready for SSO and integration into PeopleSoft portal can be accomplished using SSO. Embedded links to our app can be added by your staff.

12. 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.

    [KSI Response]: Application provides web services interoperability based on JSR 172.

13. 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)*.

    [KSI Response]: Operational monitoring is accomplished using tools provided in Apache Tomcat application server for server monitoring and OS level tools for usage metrics. Content access logs are maintained in Apache web server and Tomcat server.

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.

   [KSI Response]: Application implements Role Based Access Controls (RBAC) for managing roles and imposing strict access controls after a user logs in. Prior to every action checks are made to verify if user has privileges to perform the action.

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.

   [KSI Response]: Application integrates with all LDAP servers on both regular and secure ports via LDAPS, including Active Directory, Oracle, Novell etc. Authentication is performed in LDAP, but authorizations are made within the app using RBAC and attributes and group memberships.

3. 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.*)

   [KSI Response]: Application uses authentication credentials to obtain a user id and subsequent enforcement is within the app using privileges for that role using RBAC. Role privileges are administered within the app for enabling and disabling privileges. Authentication credentials can be Active Directory accounts or LDAP attributes.

4. 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.

[KSI Response]: Application doesn't store any sensitive data such as SSN, credit card data etc. Authentication credentials are stored within LDAP. Application provides mechanism to encrypt sensitive data in the db using advanced encryption techniques. Communication with protected external systems is via secure channels such as LDAPS or a secure tunnel.

5. Describe auditing and logging capabilities and data. Include the information recorded with each event.

   [KSI Response]: Application maintains audit logs of user actions within the database. Other general calls are within web and application server logs. Information recorded includes the user, action performed, time stamps among other pieces of information.

6. 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

      [KSI Response]: Audit logs with respect to user actions are stored within the application database and can be viewed by the application administrator.

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

      [KSI Response]: Application requests via HTTP are saved within the web server logs and can be sent to external syslog servers. These requests also point to user actions.

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

      [KSI Response]: System logs capture higher-level requests, which are pretty informative, but the details of an action can be obtained from within the app.

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.

   [KSI Response]: KSI provides an update once per quarter and an upgrade once per year. These updates are done during the off hours and will not affect users. Before an update is rolled out, the institution will receive an instance to test and ensure there are no issues. Once testing is complete the new update/upgrade is rolled out.

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.

   [KSI Response]: If customer acquires a licensed deployment we request that the app be maintained in multiple environments such as Dev, Test and Production. We require system level

access to the Dev environment and customer is responsible for the other environments. In case of support we will request customer to provide us Tomcat application server logs and occasionally a copy of the production db in the Dev environment. We provide support during business hours of 9am-5pm PST M-F. Additional support contract options are available for extended hours.

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

   [KSI Response]: No additional services are required for normal course of operating the system.

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

   [KSI Response]: Application is developed following OWASP guidelines and every major release goes through security testing. Internal code reviews include reviewing of code for adherence to security guidelines.

5. Describe your "escalation" procedure.

   [KSI Response]: Support issues are reported via our support portal, which are triaged by our support staff and attended to in order of priority. In case of a high severity and high priority issue preventing use of the application it will be first informed to the assigned support contact, next level up to the account manager and eventually the head of engineering. Please refer to attachment 7, exhibit C in the *"Master Software License Agreement"* for our "escalation" process.

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.

   [KSI Response]: Our SaaS offering is hosted with Navisite in Santa Clara, California at a SOC I compliant data center. Data storage is primarily in Santa Clara, CA and backup in Andover, MA.

2. Describe how applications are secured inside your firewall.

   [KSI Response]: Application is deployed in 3-tiers of Web, App & DB, with firewalls between each of the tiers. Only the web tier is exposed to the Internet via HTTPS, no other ports are open.

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.

   [KSI Response]: We implemented the application in a 3-tier model of web, app and db with firewalling in between each layer. All servers are physical and owned by Key Solutions. Only the web server ports 80 & 443 are open on the Internet, there is no access to any of the other servers. The application itself is developed following OWASP guidelines and has a safe security posture.

4. Describe the network layer security you provide.

[KSI Response]: All data on the network is encrypted, access to the apps is via HTTPS using Sha-2 cert. All tiers of the app are firewalled with no access except for the intended ports between each layer.

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

   [KSI Response]: Application patches are deployed first on the SaaS Test environment (aka User Test Acceptance - UAT) and moved to production during non-production hours of 2-4am PST. Minor upgrades are deployed once per month, hot fixes are deployed as and when needed. Operating systems are patched every quarter; critical security patches are immediately installed.

6. Describe your approach to screening employees and the level of experience preferred.

   [KSI Response]: We hire senior and high experienced personnel with certifications for our SaaS operations; average experience is 15+ years in the industry.

7. Describe how you track attacks. Describe your approach to informing JMU about attacks.

   [KSI Response]: Network and system logs are reviewed for attacks. Although it has not happened so far, our policy requires notifying our customers in case of a data breach.

8. Describe the audit and security infrastructure testing process you utilize and the frequency of those audits/tests.

   [KSI Response]: We audit and test security of our SaaS infrastructure once every quarter.

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

   [KSI Response]: Our application is developed following OWASP guidelines and code is reviewed for adherence to security practices in each release. Suites of security test cases are run on each release.

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

    [KSI Response]: Vulnerability monitoring is done on both product and hosting infrastructure. Product level checks are made using tools, which are constantly upgraded to include new vulnerability checks. We constantly monitor US Cert security notifications for infrastructure vulnerabilities and immediately patch them.

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

    [KSI Response]: Please refer to attachment 5, *"Ratproxy Audit Report"* for scan result document. (We have other reports, but this is the simplest report we can share at this point.)

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.

    [KSI Response]: Our data center is a SOC I certified facility with strict processes around physical access, several layers of security have to be passed before reaching the servers

physically. The data center has multiple layers of firewalls to reach the servers. Only the web servers are exposed on the Internet, the rest of the servers are behind firewalls and cannot be accessed directly. Employees do not have access to the hosted databases and cannot view the data.

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.

    [KSI Response]: Our policies state that customer data is owned by customers and have the right to get it any time they want it. If a customer decides to stop using our services their data will be purged. Customers have rights to get copies of their data.

14. Describe any exit strategies you offer.

    [KSI Response]: Customer can stop services at any time with a 30 day notice and their data will be returned,

15. Describe your approach to backups and disaster recovery.

    [KSI Response]: We maintain database protection at multiple levels, databases are mirrored to protect against damage to primary database server, and daily backups of data are maintained at remote sites. A disaster recovery site is established in a different geographic zone that is accessible in case of a disaster.

J. <u>PRIVACY:</u>

1. Provide your privacy statement.
2. Identify the type/specific information being collected *(User Date – 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 Date – 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 Date – 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.

[KSI Response In Response To Section J, 1-12]: Please refer to attachment 7 in the *"Master Software License Agreement"*. Our software is not intended to collect any customer data; however, above items can be addressed during contract negotiations.

PROPOSAL PREPARATION AND SUBMISSION

SPECIFIC PROPOSAL INSTRUCTIONS:

Question 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.

[KSI Response]: This is not applicable for KSI

SECTION V: PRICING SCHEDULE

KEY SOLUTIONS
Comprehensive IT for Research

OPTION I

Proposal for Integrated Research Administration & Compliance Software
Customer: **James Madison University**
Product(s): **IACUC, eGrants, IRB, Conflict Of Interest & IBC Modules**
Pricing Model: **License (Hosted by Client) Software**
Date: **January 29, 2016**

Hosted by Client										
Services	Description	Cost (US$)								
		Year1	Year2	Year3	Year4	Year5	Year6	Year7	Year8	Year9
License for eProtocol IACUC Software module for animal subjects	One time Application Software License Fees (up to 50 active protocols)	43,138								
	One time Installation and configuration fee:	5,000								
	Training (16 hours of web-based training completed in four to eight sessions)	5,000								
	Annual Maintenance (20% of original license cost):	8,628	8,886	9,153	9,428	9,710	10,002	10,302	10,611	10,929
TOTAL eProtocol IACUC		$61,765								
License for eGrants Software module for Grants Management	One time Application Software License Fees (up to $50 million in grant awards)	77,500								
	One time Installation and configuration fee:	5,000								
	Training (16 hours of web-based training completed in four to eight sessions)	5,000								

	Annual Maintenance (20% of original license cost):	15,500	15,965	16,444	16,937	17,445	17,969	18,508	19,063	19,635
TOTAL for eGrants Module (Grants Management System)		$103,000								
License for IRB Software module for Human Subjects	One time Application Software License Fees (up to 600 active protocols)	71,188								
	One time Installation and configuration fee:	5,000								
	Training (16 hours of web-based training completed in four to eight sessions)	5,000								
	Annual Maintenance (20% of original license cost):	14,238	14,665	15,105	15,558	16,024	16,505	17,000	17,510	18,036
TOTAL for IRB Module		$95,425								
License for Conflict of Interest Software module	License for Conflict of Interest (COI) Module (up to 200 active disclosure)	34,000								
	One time Installation and configuration fee:	5,000								
	Training (16 hours of web-based training completed in four to eight sessions)	5,000								
	Annual Maintenance (20% of original license cost):	6,800	7,004	7,214	7,431	7,653	7,883	8,120	8,363	8,614
TOTAL for Conflict of Interest (COI) Module		$50,800								
License for Biosafety (IBC) Software module	License for Biosafety (IBC) Module (up to 50 active Protocols)	43,138								
	One time Installation and configuration fee:	5,000								
	Training (16 hours of web-based training completed in four to eight sessions)	5,000								
	Annual Maintenance (20% of original license cost):	8,628	8,886	9,153	9,428	9,710	10,002	10,302	10,611	10,929

TOTAL for Biosafety (IBC) Module		$61,765								
LDAP & Single Sign On		$5,000								
JMU - YEAR 1 GRAND TOTAL LICENSE PRICE for IACUC, eGrants, IRB, CONFLICT OF INTEREST (COI) & BIOSAFETY (IBC) MODULES		$377,755	55,406	57,068	58,781	60,544	62,360	64,231	66,158	68,143
		Year1	**Year2**	**Year3**	**Year4**	**Year5**	**Year6**	**Year7**	**Year8**	**Year9**
	Total:	**377,755**	**55,406**	**57,068**	**58,781**	**60,544**	**62,360**	**64,231**	**66,158**	**68,143**

NOTES:

1. Annual maintenance is 20% of the original license cost.
2. The scope and cost of customization, migration, system integration, if any, will be mutually determined after completion of a requirements analysis. Hourly rate @ $150/hour will apply.
3. Annual maintenance cost will apply on customization cost.
4. Necessary infrastructure hardware and software like DB, Web Server, Application Server, Backup software, Anti-Virus software etc. is to be provided by the customer.
5. Key Solutions, Inc. can install, configure, and maintain the application and provide other professional services (by accessing the servers through a remote secured connection) without a site visit.
6. Expenses for travel and accommodation will be charged extra if a site visit is required by Key Solutions.
7. The offer is valid for acceptance within 60 days
8. Payment Terms: Net 30 Days

   License Fee: 100% Payable with signed contract.

   Installation: 100% Payable upon initial installation of the software

   Training: 100% payable upon completion of training.

   Maintenance: 100% payable at the beginning of each billing cycle. The 1st billing cycle starts upon initial installation of the software.

KEY SOLUTIONS
Comprehensive IT for Research

OPTION II

Proposal for Integrated Research Administration & Compliance Software
Customer: **James Madison University**
Product(s): **IACUC, eGrants, IRB, Conflict of Interest & IBC Modules**
Pricing Model: **SaaS (Hosted) Software License**
Date: **January 29, 2016**

Software as a Service (SaaS)										
Services	Description	Cost (US$)								
		Year1	Year2	Year3	Year4	Year5	Year6	Year7	Year8	Year9
License for eProtocol IACUC Software module for animal subjects	Application Software SaaS Yearly Fee (up to 50 active protocols)	20,400	21,012	21,642	22,292	22,960	23,649	24,359	25,089	25,842
	One time setup and configuration fee:	5,000								
	Training (16 hours of web-based training completed in four to eight sessions)	5,000								
TOTAL eProtocol IACUC		$30,400								
License for eGrants Software module for Grants Management	Application Software SaaS Yearly Fee (up to $50 Million in Awards/year)	36,000	37,080	38,192	39,338	40,518	41,734	42,986	44,275	45,604
	One time setup and configuration fee:	5,000								
	Training (16 hours of web-based training completed in four to eight sessions)	5,000								
TOTAL for eGrants Module (Grants Management System)		$46,000								

License for IRB Software module for Human Subjects	Application Software SaaS Yearly Fee (up to 600 active protocols/year)	44,880	46,226	47,613	49,042	50,513	52,028	53,589	55,197	56,853
	One time setup and configuration fee:	5,000								
	Training (16 hours of web-based training completed in four to eight sessions)	5,000								
TOTAL for IRB Module		$54,880								
License for Conflict of Interest Software module	Application Software SaaS Yearly Fee (up to 200 active disclosures/year)	16,830	17,335	17,855	18,391	18,942	19,511	20,096	20,699	21,320
	One time setup and configuration fee:	5,000								
	Training (16 hours of web-based training completed in four to eight sessions)	5,000								
TOTAL for Conflict of Interest (COI) Module		$26,830								
License for Biosafety (IBC) Software module	Application Software SaaS Yearly Fee (up to 50 active protocols/year)	20,400	21,012	21,642	22,292	22,960	23,649	24,359	25,089	25,842
	One time setup and configuration fee:	5,000								
	Training (16 hours of web-based training completed in four to eight sessions)	5,000								
TOTAL for Biosafety (IBC) Module		$30,400								
LDAP & Single Sign On		$5,000								
JMU - YEAR 1 GRAND TOTAL LICENSE PRICE for IACUC, eGrants, IRB, CONFLICT OF INTEREST (COI) & BIOSAFETY (IBC) MODULES		$193,510	142,665	146,945	151,354	155,894	160,571	165,388	170,350	175,460
		Year1	**Year2**	**Year3**	**Year4**	**Year5**	**Year6**	**Year7**	**Year8**	**Year9**
	Total:	**193,510**	**142,665**	**146,945**	**151,354**	**155,894**	**160,571**	**165,388**	**170,350**	**175,460**

NOTES:

1. **Annual SaaS fee includes:** Access to the application, online Help manuals, backups, database administrator, hosting, new release updates, 5 incident support emails per month, 1 Hour of tech support calls charged at 15 minute segments per month
2. **Set-Up Charge Includes:** Initial ID's and role admin setup, user manual (1) and login screen set up
3. **Payment Terms for SaaS:** Net 30 days

Annual fee:	100% payable with signing of contract.
	Annual fee for additional 1 – year renewal terms is 100% payable at the beginning of the term.
Installation Fee	100% payable upon initial installation
Training Fee	100% payable upon initial training

4. In the SaaS model, the application is hosted on a Key Solutions server and the customer will access the system through a secured internet. The Customer pays an annual fee for using our SaaS. A minimum 12-month contract is required.
5. For every additional 50M in Grant Volume, an additional annual cost of $12,000 per year will apply.
6. For every additional 100 protocols in compliance systems, an additional annual cost of $4,800 per year will apply.
7. For every additional 100 FCOI disclosures, an additional cost of $1,200 per year will apply.
8. The scope and cost of customization, migration, system integration, if any, will be mutually determined after completion of a requirements analysis. Additional hours will be charged @ $150/hour.
9. Expenses for travel and accommodation will be charged extra if a site visit is required by Key Solutions.
10. The offer is valid for acceptance within 60 days.

ATTACHMENTS

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 25 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 #
University of Massachusetts - Amherst	Customer since 2006	140 Hicks Way, Amherst, MA 01003	Jennifer A. Donais / Asst. Vice Chancellor for Research & Engagement / 413-545-5896 / jadonais@research.umass.edu
Oklahoma State University	Customer since 2012	203 Whitehurst Hall Stillwater, OK 74078	Robert Dixon / Director, Grants and Contracts Financial Administration / 405-744-6512 / robert.dixon@okstate.edu
University of Alabama	Customer since 2007	801 University Blvd Tuscaloosa, AL 35487	Carpantato (Tanta) Myles /Director Research and Compliance 205-348-5746 / cmyles@fa.ua.edu
University of Southern Maine	Customer since 2011	7 Chamberlain Ave. Portland, Maine 04101	Ross Hickey / Assistant Provost, Office of Research Integrity and Outreach / 207-780-4340 / Ross.Hickey@maine.edu
Colorado State University	Customer since 2008	2001 Campus Delivery Fort Collins, CO 80523-2001	Kathy Partin / Assistant VP for Research / 970-491-7194 / Kathy.partin@colostate.edu

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

   Swarupa R. Mallieeddi

   Key Solutions Inc.

   2803 Lakeview Court

   Fremont, CA 94538

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

3. 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: Key Solutions Inc. **Preparer Name:** Matt Halbreich
Date: 1/28/2016

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (DSBSD)? Yes_____ No__**X**___
If yes, certification number: _____ Certification date:_____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (DSBSD)? Yes_____ No__**X**___
If yes, certification number: _____ Certification date:_____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (DSBSD)? Yes____ No_**X**____
If yes, certification number: _____ Certification date:_____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (DSBSD)? 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 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.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than $3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (DSBSD) to be counted in the SWAM program. Certification applications are available through DSBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at http://www.sbsd.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: Electronic Resarch Administration System RFP # MLO-884
Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
for this Bid/Proposal and Subsequent Contract

1/29/16
Date Form Completed

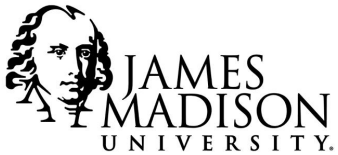
Offeror / Proposer:
Key Solutions Inc. — Firm
2803 Lakeview Ct., Fremont, CA 94538 — Address
Matt Halbreich/510-456-4515 — Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	DSBSD Certification Number	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)
Not Applicable					

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

RETURN OF THIS PAGE IS REQUIRED

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) Negotiations summary dated _____.

SAMPLE

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

CONTRACTOR:	PURCHASING AGENCY:
By:_____	By:_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
Title:_____	Title:_____

ATTACHMENT 1
STAFFING & ORGANIZATION

Staffing and Organization

PROJECT TEAM MEMBER 1:
NAME OF INDIVIDUAL ASSIGNED: Dan Oshiro
ROLE: Business Analyst
BRIEF DESCRIPTION OF DUTIES AT THIS ROLE: Daniel has more than 40 years of senior executive experience in the field of research administration. His prior experience includes serving as Vice President for Grants and Contracts at Harbor-UCLA Medical Center in Torrance, CA, Vice President for Research Administration at Cedars-Sinai Medical Center in Los Angeles, and the J. David Gladstone Institutes in San Francisco (affiliated with University of California, San Francisco. He has broad background and training being responsible for functional departments including, Grants and Contract, Research Compliance, Facilities, Finance and Accounting, Human Resources, Communications, and Information Technology. He also has understanding of organizations, including universities, hospitals, independent research institutes, government agencies, pharmaceutical companies, and others relevant to the Key Solutions software. Dan has been with the company for 3 years. His extensive domain knowledge provides an excellent understanding of customer requirements and the Key Solutions system capabilities and will provide excellent support. His understanding of the compliance requirements and the needs of the organization will be an important asset as the business analyst member of the team.
The Business Analyst reviews all of the current forms, reports, flows, and engages the Customer in the gap analysis. The gap analysis is assessing the default solution with the institution's system requirements. This includes review of forms, menus, templates, workflow processes, etc. Discussions are centered on closing the gap, which includes the customer acceptance, altering the Key Solutions system, using a third-party interface, or customization.

PROJECT TEAM MEMBER 2:
NAME OF INDIVIDUAL ASSIGNED: Dr. Chandra Devireddy
ROLE: Project Manager and Functional Expert
BRIEF DESCRIPTION OF DUTIES AT THIS JOB: Dr. Chandra Devireddy has 15 years of experience in software development, Internet/intranet application development, complex hardware systems and network administration. Dr. Devireddy has more than 10 years of experience in the implementation of eProtocol applications and functionalities for IRB, IACUC, IBC, SCRO, Animal Resource Management, and Grants Management applications including operational issues, audit mechanisms and IT needs for managing these applications and teams. Dr. Devireddy has varied experience in the development of object-oriented systems, architectural solutions and project management for complex industrial, institutional and educational applications. Dr. Devireddy is good team player and excellent customer advocate.

PROJECT TEAM MEMBER 3:
NAME OF INDIVIDUAL ASSIGNED: Tulasi Ravuri
ROLE: System Analyst and Application Provisioning
BRIEF DESCRIPTION OF DUTIES AT THIS JOB: Experience includes requirement analysis, architecture, high-level design, low-level design, coding, testing, maintenance, and both project and line management. Tulasi has overseen the successful deployment of eProtocol application for several customers and has been with the company for over 10 years. Architected the new generation of applications and provided solutions for integrated enterprise applications for research compliance and administration addressing the needs of customers ranging small to large research institutes. Tulasi's other experiences include extensive Professional Services and Project Management. These include providing project management, solutions architecture, team building & budgeting for software development, enterprise solutions, process reengineering and consulting services. Clients include Hitachi, NTT DoCoMo, Fujitsu-Siemens, and Mitsubishi etc. SRA America (Big 5 of Japan & Asia) is the US division

of SRA of Japan a 37-year old, publicly trading, leading Software and Solutions Company. Developed technical and business strategies for open source and Linux technologies. SRA is a primary sponsor of Postgres database and is involved in several Open Source projects. Offerings include High Availability & clustering solutions for Postgres. Managed development of a hosted University application service involving data center setup using Linux, JBoss, Struts, Postgres and a windows client developed in C# & .NET. Used VMWare to test several different versions of Windows client. Project was implemented using best practices & extreme project techniques. Managed development of an application hosting service (ASP) for a photo sharing service utilizing a modified file allocation on cheap disks, utilized memcached & webpolygraph for testing. Involved in infrastructure & data center planning to handle 100K users at launch. Provided architectural input for client-server communication, one of which is REST an alternative to SOAP as the protocol. Managed implementation of a 4th generation wireless project for NTT DoCoMo leveraging several latest technologies in wireless mobility, java based application migration, voice and video.

PROJECT TEAM MEMBER 4:
NAME OF INDIVIDUAL ASSIGNED: Matthew Halbreich
ROLE: Account Manager
BRIEF DESCRIPTION OF DUTIES AT THIS JOB: Matthew received his bachelor degree and MBA degree from University of North Carolina at Charlotte focused in marketing management and has extensive experience working with the customers in the Life Sciences field and managing accounts. In Matthew's previous roles he has worked in several healthcare account management roles with individual practice owners as well as capital equipment roles working with hospital systems and medical centers. Currently he focuses on web based technology solutions that help enterprise clients streamline and automate research processes, helping solve critical business problems with regards to Enterprise Content Management, Business Process Management, Workflow, Compliance and IT Solutions.

ATTACHMENT 2

KSI Company and Product Overview copy

KEY SOLUTIONS

Comprehensive IT for Research

Company & Product Overview

Key Solutions, Inc.
2803 Lakeview Ct.
Fremont, CA 94538
www.keyusa.com

CONFIDENTIAL

Reacted: Company & Product Review Pages 2-10

ATTACHMENT 3

KSI Sample Project Methodology

&

Implementation Plan copy

KEY SOLUTIONS
Comprehensive IT for Research

Project Implementation Methodology

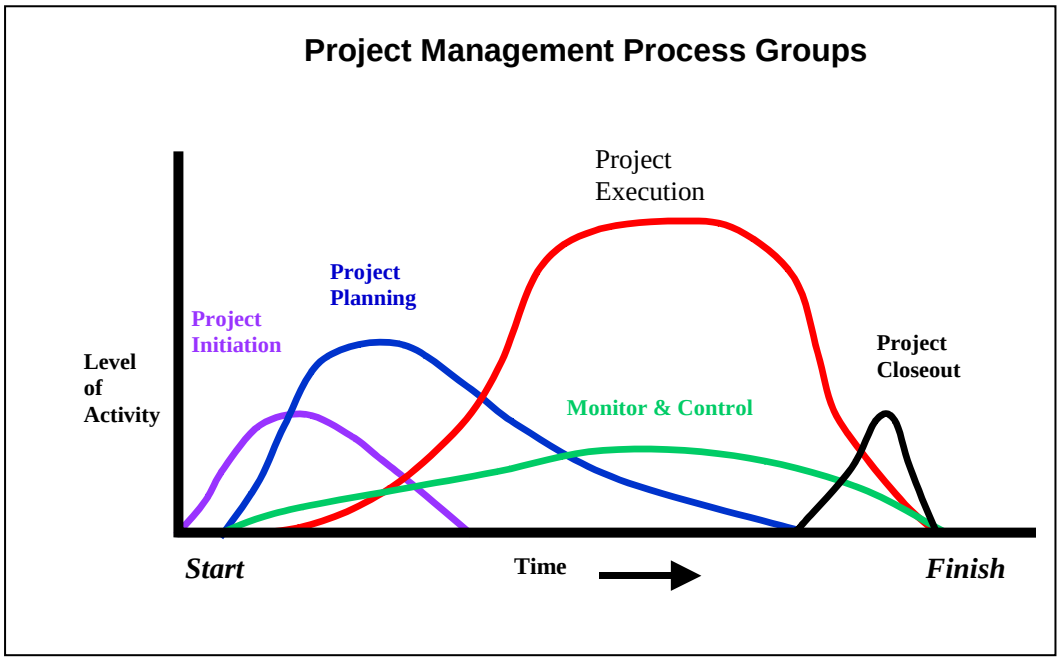
A. Project Approach/Methodology

Key Solutions project management provides an integrated framework for project organization, planning and control designed to:

- Ensure timely and cost-effective production of our solutions
- Maintain acceptable standards of quality
- Achieve the benefits of the investment in the project

This is a collaborative effort. Success depends not only on Key Solutions personnel, but also on the active involvement of Customer personnel and management. Knowledgeable resources also need to be available to provide clarity and feedback throughout the process. Key to this effort is making choices about how information is presented, what the workflow is and what are the requirements on screen form and content. In addition, management needs to be involved to support the on-going effort, aid in issue escalation and resolution. The projects are organized as follows:

1. Project Initiation
2. Project Planning
3. Project Monitor & Control
4. Project Execution
5. Project Closeout



Project Initiation: Successful organizational change requires clear communication on a regular basis among the teams and the affected organization. This starts with gaining a clear understanding of goals and objectives, roles, responsibilities, teams and timelines. This is Project Initiation activity. With the clarity developed during Project Initiation, the project team is in good shape for the follow on activities.

Project Planning: This activity starts with doing a detailed gap analysis between the KSI "out of the box" solution and the Customer's requirements (forms, workflow, reports and interfaces) and results in a well-defined, detailed project implementation plan and a deployment plan. The data migration process, if part of the project, is defined and designed during this time.

Project Execution: This activity a dynamic, collaborative effort requiring close and timely communication between the various participants to ensure a complete, quality solution is delivered on time. Once the Implementation Plan, outlined in the following sections, is completed the application is deployed according to the Deployment Plan.

Project Closeout: This final activity ensures that the goals have been achieved, requirements have been met and any follow on activities are well understood and documented.

These activities are detailed separately and tailored to individual customers as their project is undertaken.

B. Implementation Plan

Implementation is a closely managed, dynamic process which requires regular, clear communication between the Customer and KSI teams. Overall there are four steps in the implementation:

1. **Kick-off** – Getting on the same page – Goals, timeline, teams, responsibilities, communication plans and issue resolution process and escalation are discussed and decided upon by the KSI implementation team and the customer's implementation team as part of this Project Initiation activity. The Kick-off phase culminates in a meeting with the people involved in the project from the customer's organization where the customer team leader presents the plan and the process.
2. **Test Environment Setup and Configuration** – Getting Ready – Putting the "out of the box" solution in place as a base for experimentation, gaining experience and establishing detailed requirements on the customized solution. This is key to the project planning activity and is one of the first steps of project execution.
3. **Customization** – Making the system Customer's – an iterative process of exploration, discussion, experimentation, specification, review, and ultimately implementation of the desired changes. The selected members of the customer team review screens and workflow and provide suggestions for what needs to be changed to make it fit smoothly in the customer environment. This changes range from changing words or phrases on a form to providing a workflow change that reflects a an optimization for an organization specific process.

4. **Acceptance Testing** – Getting Going – End user training and acceptance testing of the customized solution. Sign-off on acceptance of the solution results in Go Live! of the solution for Customer.

A sample implementation plan and timeline format is attached. The Customer specific details and timeline will be worked on together as part of the Kick-off phase, once Key Solutions is selected.

C. Testing (unit integration, system and UAT)

An important stage of the implementation is testing the system for functionality, appropriate population of the database, and appropriate user interfaces. Testing and validation is typically a two-week activity. Testing team members are selected based on their roles as users of the system. The testing team members develop the test cases for each functional component of the system. For each feature the test case document should cover:

- User Interface – consistency of terms with Customer 's processes, procedures and culture
- Functional
    - Positive Validation
    - Negative Validation
    - Error messages
    - Validation of information entered based on specified rules
    - Database

By the time the implementation team has completed the implementation, the testing team should complete the functional test cases. Running reports against the test data is recommended to assure data is populating appropriately.

D. Data migration (migration plan, data mapping from legacy systems to integrated system)

The following approach is recommended based on the assumption that KSI and Customer will work on a collaborative basis to complement each other's expertise.

1. Data mapping between the legacy data and KSI databases will be done to identify which data can be directly brought into the KSI database. A 'data mapping' document and a 'test case' document will be developed in association with Customer.
2. KSI will provide the data dictionary document and Customer will provide the 'data mapping' document.
3. Data mapping to eProtocol database will be done to closely matched fields in the legacy data.
4. During the data migration, the legacy numbers will be maintained in to aid making reference to legacy data.
5. Data format of legacy data that need to be used for data migration into the KSI database will be specified by KSI. Customer must provide the exported data file in the format requested by KSI.

6. KSI will develop the scripts to extract the data from the exported data file provided by Customer in the specified format. Customer will provide assistance during this phase as requested by KSI.
7. For all sections/tables/fields for which data is not available in legacy, optional default text will be entered.
8. KSI and Customer will work together to validate the migrated data based on the 'test case' document developed in step 1.

The preferred timeframe for conversion is concurrent with implementation so legacy data is available in the application upon launch to end users.

The technical process for the switch over from the old system to the new system requires a system downtime and can be accomplished based on mutually agreed time line.

E. Deployment Plan

Once the Customization is complete, a production equivalent system is available in a User Acceptance Test environment. Using this system, end users are trained and can "practice" with it before going onto the production system.

The details of the deployment will depend on the Customer Team. KSI suggests training and deploying to a portion of the first site initially, followed by roll out to groups of users based on Customer identified priorities.

F. Training (end users and super users)

Training for each module is typically 8 - 16 hours and is delivered in train-the-trainer mode. Training is delivered in one of two ways:

1) Over the web
2) On site classroom

Documentation is provided during training and training schedules are established during the project planning stage.

	Training Module	**User Roles for Training**	**Description & Training Materials**
1	End User	Investigator	Documentation and training materials for using the system by end users will be provided.
2	Manager and Administration Staff	Manager and Administrator	Documentation and training materials for using the system in the role of Managers will be provided.
3	Application Administrator	Application administrators (for managing and maintaining various aspects – Forms, Workflow, User	Technical training to application administrator on how to configure and maintain the application.

		privileges, etc.)	
5	Tech Support	Tech Support Engineer Database Administrator Systems Administrator	Technical training to Technical Support Engineer (TSE), DBA & Sys Admin on how to support end users, database, systems and application.

KSI trainers have experience in the research administration industry and are familiar with the processes involved in the managing of animal research facilities.

G. DELIVERABLES

The following documentation is provided with the system:

- Quick Guides to aid users in quickly accomplishing daily tasks
- User Guides for all modules
- Administrator Guide
- Training Manuals
- Online Help

Documents are delivered in PDF during training. Online help manuals are available in the application. Each document is associated with a specific release of the system. There is revision control on all documents.

H. PROJECT TEAM STAFFING

Key Solutions has experienced staff that will fulfill the following essential roles:

Account Manager – Responsible for contract management and coordination with the customer and project team to ensure implementation of the software applications according to customer requirements. The Account Manager is also responsible for contractual terms and conditions for the project.

Key Solutions Project Manager – Ensures implementation of the project following a defined methodology and an agreed upon time line. The Project Manager also provides functional and application expertise during installation, configuration and training.

Systems Analyst and Provisioning Manager – Responsible for the overall implementation of the system, including hardware & software infrastructure provisioning and configuration, and for providing system analysis expertise.

Quality Assurance and Support Engineer – Is involved in pre and post implementation testing, quality assurance and customer support by analyzing reported issues, coordinating with technical team in

fixing problems on time and reporting to customer.

Additional staff may be added as the need arises.

I. PROJECT RISKS AND MITIGATION

a) Customer Project Staffing

All key roles/individuals impacted by the system must be identified. Each role must be clearly defined with required time commitment. There must be acceptance by all parties for the time commitment required. Top management must support allocation of these resources and intervene, if necessary. Project monitoring will identify understaffed tasks.

b) Technical/Scope

One of the early tasks is defining the functional and business requirements and the scope of the project with the Commercial Out-of-the Box (COTS) system. This is called the "Gap Analysis". Key Solutions recommends not implementing those functionalities that go far beyond the COTS unless they are **essential** to business operations. "Scope-Creep" can result in significant delays to implementation as team members seek to gain maximum functionality. A smoother and shorter implementation is assured if the basic system is installed then new functionality is added after the system has been used and the Customer is in a better position to judge which functionality additions/changes are the highest priority.

c) Business Case

All relevant SOP's and business processes should be documented before implementation. Implement flexibility into the solution for process variation. Provide adequate training for personnel. Anticipate and plan for downstream changes in regulations or requirements.

d) External Dependencies

Identify all external interface dependencies early on. Provide resources to solve any difficult and complex interfaces. Involve third-party vendors and/or systems personnel.

e) Planning/Schedule Risk

Identify high risk dependencies and critical paths. Investigate estimates with wide variations for thorough understanding. Compare estimates to historical values looking for large variations.

J. SAMPLE IMPLEMENTATION PLAN

Key Solutions provides implementation services to install, configure and implement business process using eProtocol.

The table below provides a sample implementation plan for one module.

Phase	Projected Timeline	Customer Resources	KSI Resources
1. Functional and Business Requirements	2 weeks	PM BA SA	PM BA SA
2. eProtocol installation	1 week	PM SE	PM DBA SA
3. eProtocol configuration per organizational data. Convert paper forms to web forms.	2 weeks	PM BA SE	PM BA SA
4. Business rules & processes implementation. Involves training of committee managers & coordinators	2 weeks	PM BA	PM SA DBA PA
5. Integration with other systems, e.g. training database, grants, etc.	TBD	PM BA SE	PM BA SA
6. Data Migration (optional) From legacy data to eProtocol	TBD	PM BA	PM DBA PA
5. Testing and Validation	2 weeks	PM BA	PM SA QAE
6. Training	2 weeks (parallel to phase 4)	PM BA	PM SA
7. Roll Out	1 week	PM BA	PM SA
Total Projected Timeline (some activities happen in parallel)	12 to 16 weeks		

PM – Project Manager
BA – Business Analyst
SA – Systems Analyst
DBA – Database Analyst
PA – Programmer Analyst
QAE – Quality Assurance Engineer
SE – Systems/Network Engineer/Administrator

ATTACHMENT 4
ERA-VPAT-brief

ERA-VPAT BRIEF

Date: January 28, 2016

Name of Product: Key Solutions Electronic Research Administration System

Applies to the following products and features:

- Key Solutions ERA v2: Enterprise and SaaS
    - Grants Management System (eGrants)
    - Protocol Management System (eProtocol)
    - Laboratory Animal Resource System (LARS)
    - Conflict of Interest Management System (COI)

Contact for more information: http://www.keyusa.com/contact.html

Section 1194.22 Web-based Internet information and applications – Detail

Voluntary Product Accessibility Template

Criteria	Supporting Feature	Remarks and Explanations
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Supported	
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Supported	
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Supported	
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Supported with Minor Exceptions	
(e) Redundant text links shall be provided for each active region of a server-side image map.	Not Applicable	

Criteria	Supporting Feature	Remarks and Explanations
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	Not Applicable	
(g) Row and column headers shall be identified for data tables.	Supported	
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Supported	
(i) Frames shall be titled with text that facilitates frame identification and navigation	Supported	
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Supported	
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	Supported	
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Supported	
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).	Supported	

Criteria	Supporting Feature	Remarks and Explanations
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Supported	
(o) A method shall be provided that permits users to skip repetitive navigation links.	Supported	
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Supported	

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Revised June 11, 2015

Key Solutions regularly updates its websites and provides new information about the accessibility of products as that information becomes available.

ATTACHMENT 5
Ratproxy Audit Report

Ratproxy audit report

Generated on: **2015/07/01 15:09**
Input file: **report_file**

NOTE: Not all of the issues reported necessarily correspond to actual security flaws. Findings should be validated by manual testing and analysis where appropriate. When in doubt, contact the author.

This is a long report. sample pages produced in this document. Further detail can be provided if requested.

Report risk and risk modifier designations:	
LOW to HIGH	Issue urgency classification (composite of impact and identification accuracy)
INFO	Non-discriminatory entry for further analysis
ECHO / echo	Query parameters echoed back / not echoed in HTTP response, respectively
PRED / pred	Request URL or query data likely is / is not predictable to third parties, respectively
AUTH / auth	Request requires / does not require cookie authentication, respectively

POST query with no XSRF protection [toggle]

Section hidden

Parameter-accepting POST requests that lack security tokens. Some POST requests change application state, and may be vulnerable to cross-site request forgery attacks.

1. LOW echo PRED auth POST http://sup.live.com:80/whatsnew/whatsnewservice.asmx ? 200 [view trace]

```
Payload: <?xml version="1.0" encoding="utf-8"?><soap:Envelope
xmlns:soap="http://schemas.xmlsoap.org/soap/envelope/"
xmlns:xsi="http://www.w3.org/2001/XMLSchema-instance"
xmlns:xsd="http://www.w3.org/2001/XMLSchema"><soap:Header><WNApplicationHeader
xmlns="http://www.msn.com/webservices/AddressBook"><ApplicationId>3B119D87-1D76-4474-91AD-
0D7267E86D04</ApplicationId></WNApplicationHeader><WNAuthHeader
xmlns="http://www.msn.com/webservices/AddressBook"><TicketToken>t=EwCgAebpAwAUN+MQ7lJ3VIWKMxBsB
NLPe+vUtzmAAGYE6vzyfJkYFyB9eSA9uzsy3Oq/BV34+Rke9Fjh+iCFb1bCMh9JqA1XoJ/B3gefhoANsbF3V2ow0Td5Y+Q8
DXW3yW54tGKfrUtQSRysR2zwZnC0EJyuCUUCJ+7RlJdvDXIPrCrQksGCXx41YyVqyUDqaAqijLMjW7xOCZjSYBmuA2YAAAi
UJTGI/UHnC/AABwSk1/pYO32T1Gcy/MTpEVCtNR7TzNCpW8SfjvJfU3OLMCGXR8iUcS0VVJGkO6+B7BJaUpYkaQXbTqHfLA
TBlFtxOOCP9GSJ2gS94KC86d1ZnRhoIah2NLQgArqObyWtC/jkGvSH7I9gtKl7sx1gqnGcR38s9wFbxeOmU7rWXnQ...
Response (9685O): <?xml version="1.0" encoding="utf-8"?><soap:Envelope
xmlns:soap="http://schemas.xmlsoap.org/soap/envelope/"
xmlns:xsi="http://www.w3.org/2001/XMLSchema-instance"
xmlns:xsd="http://www.w3.org/2001/XMLSchema"><soap:Header><WNServiceHeader
xmlns="http://www.msn.com/webservices/AddressBook"><Version>16.1.1724.1</Version><InExperimenta
lSample>false</InExperimentalSample></WNServiceHeader></soap:Header><soap:Body><GetContactsRece
ntActivityResponse
xmlns="http://www.msn.com/webservices/AddressBook"><GetContactsRecentActivityResult><Activities
><ActivityDetails><OwnerCID>418085347653362427 3</OwnerCID><ObjectId>PersonalContactProfile.Mobi
lePhone</ObjectId><ApplicationId>6333180533593497</ApplicationId><ChangeType>9</ChangeType>...
MIME type: text/xml, detected: text/xml, charset: utf-8
[edit values]


"1.0" encoding="utf-8"?><soap:Envelope xmlns:soap="http://schemas.xmlsoap.org/soap/envelope/"
xmlns:xsi="http://www.w3.org/2001/XMLSchema-instance"
xmlns:xsd="http://www.w3.org/2001/XMLSchema"><soap:Header><WNApplicationHeader
xmlns="http://www.msn.com/we
```

2. LOW echo PRED auth POST http://ocsp.thawte.com:80/ ? 200 [view trace]

```
Payload: 0q0o0M0k0I0\t\x06\x05+\x0e\x03\x02\x1a\x05
Response (1083): 0\x047\n\x01
MIME type: application/ocsp-response, detected: -, charset: -
[edit values]
```

1. LOW echo PRED auth POST http://ocsp.thawte.com:80/ ? 200 [view trace]
Payload: 0q0o0M0K0I0\t\x06\x05+\x0e\x03\x02\x1a\x05
Response (1083): 0\x047\n\x01
MIME type: application/ocsp-response, detected: -, charset: -
[edit values]

MIME type missing [toggle]

Section hidden

Pages with no Content-Type header present. Browser-side content sniffing may be triggered in such a scenario, and potentially lead to cross-site scripting if any part of the file is user-controlled.

1. LOW echo PRED auth GET http://192.168.1.145:8080/favicon.ico ? 200 [view trace]
Response (21630):
MIME type: -, detected: image/vnd.microsoft.icon, charset: -
2. LOW echo PRED auth GET http://192.168.1.145:8080/favicon.ico ? 200 [view trace]
Response (21630):
MIME type: -, detected: image/vnd.microsoft.icon, charset: -

Bad caching headers [toggle]

Section hidden

Pages that set cookies or require authentication, but have HTTP headers that may, in some scenarios, lead to proxy-level document caching. Depending on runtime settings, this may also include subtle HTTP/1.1 and HTTP/1.0 intent mismatches (such as Cache-Control: private with no Expires header).

1. MEDIUM ECHO pred AUTH POST http://192.168.1.145:8080/slu/getDecisionScreen.do ? 200 [view trace]
Payload: org.apache.struts.taglib.html.TOKEN=e32560c8639289813c32edee52b54884&Ep_PTL_PAGE_TYPE=Normal&committeeId=6&ptlDtlsId=&ptlNumber=&maxRecordsPerPage=10&pageNo=&createdFlag=&helpTopicId=105&ptlAlias=105&ptlNum=&frmType=&reportform=&sort=&lastsort=et.modifiedOn+desc&nosort=&newsort=&newlastsort=et.modifiedOn+desc&revsort=&revlastsort=et.modifiedOn+desc&rensort=&renlastsort=et.modifiedOn+desc&repsort=&replastsort=et.modifiedOn+desc&progressrepsort=&progressreplastsort=et.modifiedOn+desc&miscsort=&misclastsort=et.modifiedOn+desc&devsort=&devlastsort=et.modifiedOn+desc&replastsort=et.modifiedOn+desc&saesort=&saelastsort=et.modifiedOn+desc&finsort=&finlastsort=et.modifiedOn+desc&typeStudysort=&typeStudyLastsort=et.modifiedOn+desc&reviewerTypeStudysort=&reviewerTypeStudylastsort=&reviewernewsort=&reviewernewlastsort=et.modifiedOn+desc&reviewerrevsort=&reviewerrevlastsort=et.modifiedOn+desc&reviewerrensort=&reviewerrenlastsort=et.modifiedOn+desc&reviewerrepsort=&reviewerreplastsort=et.modifiedOn+desc&reviewerprogressre...
Response (7894): \r\n\r\n\r\n\r\n\r\n\r\n\r\n\r\n\r\n<link href="resources/application/scripts/core/ep.css" rel="stylesheet" type="text/css">\r\n\r\n\r\n\r\n\r\n\r\n<html>\r\n<head>\r\n<title>eProtocol - The University of Texas at Austin - Confirmation</title>\r\n<style> \r\n\t#ToolTip{position:absolute;top:0;left:0;background:lightyellow;border-color:black;border-style:solid;border-width:1px 1px 1px 1px;visibility:hidden;} \r\n\t.ToolTipTD {color:black;font-family:verdana;font-size:11} \r\n\t\r\n\t\t</style> \r\n<meta http-equiv="Content-Type" content="text/html; charset=UTF-8">\r\n<script language='JavaScript' type='text/javascript' src='includes/browsertype.js'> </script>\r\n<LINK href="includes/HS_ie.css" type=text/css rel=StyleSheet><STYLE type=text/css></STYLE>\r\n\r\n<script language='JavaScript'...
Offending value: Expires/Date/Cache-Control mismatch
MIME type: text/html, detected: text/html, charset: UTF-8
[edit values]

e32560c8639289813c32edee52b54884 Normal 6 10 105 105 et.modifiedOn+desc et.modifiedOn+desc et.modifiedOn+desc

Response (7894): \r\n\r\n\r\n\r\n\r\n\r\n\r\n\r\n\r\n\r\n<link
href="resources/application/scripts/core/ep.css" rel="stylesheet"
type="text/css">\r\n\r\n\r\n\r\n\r\n\r\n\r\n<html>\r\n<head>\r\n<title>eProtocol - The University of
Texas at Austin - Confirmation</title>\r\n<style>
\r\n\t#ToolTip{position:absolute;top:0;left:0;background:lightyellow;border-color:black;border-
style:solid;border-width:1px 1px 1px 1px;visibility:hidden;} \r\n\t.ToolTipTD
{color:black;font-family:verdana;font-size:11} \r\n\t\r\n\t\t</style> \r\n<meta http-
equiv="Content-Type" content="text/html; charset=UTF-8">\r\n<script language='JavaScript'
type='text/javascript' src='includes/browsertype.js'> </script>\r\n<LINK
href="includes/HS_ie.css" type=text/css rel=StyleSheet><STYLE
type=text/css></STYLE>\r\n\r\n<script language='JavaScript'...
Offending value: Expires/Date/Cache-Control mismatch
MIME type: text/html, detected: text/html, charset: UTF-8
[edit values]

e32560c8639289813c32edee52b54884 Normal 6 10 105 105 et.modifiedOn+desc et.modifiedOn+desc
et.modifiedOn+desc et.modifiedOn+desc et.modifiedOn+desc et.modifiedOn+desc et.modifiedOn+desc
et.modifiedOn+desc et.modifiedOn+desc et.modifiedOn+desc et.modifiedOn+desc et.modifiedOn+desc
et.modifiedOn+desc et.modifiedOn+desc et.modifiedOn+desc et.modifiedOn+desc

☐. MEDIUM ECHO pred AUTH POST http://192.168.1.145:8080/slu/applicationform/FORM_PERSONNELINFO.do
? 200 [view trace]
Payload: RED=3850803376378707079&BLUE=4&PTL_NUMBER=14908&PTL_DTLS_ID=25552&oldPtlDtlsId=null&PT
L_ALIAS=11-06-
0900&formName=Project+Registration+Form&OBJECT_DESCRIPTION=&PTL_FORM_ID=2226&PTL_SECTION_ID=172
&PTL_OBJECT_ID=172_6&PTL_OBJECT_TAB_ID=&PTL_BASE_GROUP_ID=&PTL_GROUP_ID=&PDF_PORTRAIT=&PTL_OBJE
CT_TYPE=&PTL_USER_ID=&Selected=172&VIEW_MODE=E&VIEW_MODE_ORG=E&PTL_FORM_STATUS=NEW&Ep_PTL_PAGE_
TYPE=Popup&submitterName=Atherton%2C+Michael+S&PTL_FORM_TYPE=&PTL_BOOKMARK_ID=Normal&MULTIPLE_C
FC=null&userType=S&request=&METHODNAME=getSectionObject&TITLE=Nonviable+Infectious+Agent%28s%29
&OLD_USER=&OP=&NAVIGATION_TRANSACTION=&hist_Print=false&Ep_FORM_USER_TYPE=&PTL_DEL_SECTION_ID=&
PTL_BASE_SECTION_ID=&PTL_BASE_OBJECT_ID_STRING=&PTL_DEL_OBJECT_ID_STRING=&PTL_RETAIN_OTHER=&PRO
CEDURE_SELECTED_TAB=&MANDATORYFLAG=&COMMITTEE_ID=6&committeeName=IBC&EP_SEC_OBJ_ID=&PROCEDURES=
&REPORT_PTL_NUMBER=&FORM_ORIGINAL_MODE=null&FORM_VIEW_MODE_DUP=E&VERSIONNUMBER=&eventId=&print_
Mode=&PIUpDt=&sectionId=&sectionObjectId=&secObjId=172_6&secId=&isFor...
Response (627604): \r\n\r\n\r\n\r\n\r\n\r\n\r\n\r\n\t\r\n\r\n<LINK href="includes/modal/main.css"
type=text/css rel=StyleSheet>\t\r\n \r\n \r\n<title>eProtocol - The University of Texas at
Austin - Nonviable Infectious Agent</title>\r\n<script type='text/javascript'
src='../resources/application/scripts/core/NumberFormat.js'></script>\r\n<script
type='text/javascript'
src='../resources/application/scripts/modal/validations.js'></script>\r\n<script
type='text/javascript'
src='../resources/application/scripts/modal/applicationform.js'></script>\r\n<script
type='text/javascript' src='../resources/application/scripts/modal/jquery-
1.4.1.js'></script>\r\n<script type='text/javascript'
src='../resources/application/scripts/modal/jquery.blockUI.js'></script>\r\n<script
type='text/javascript'...
Offending value: Expires/Date/Cache-Control mismatch
MIME type: text/html, detected: text/html, charset: UTF-8
[edit values]

3850803376378707079 4 14908 25552 null 11-06-0900 Project+Registration+Form 2226 172 172_6 172
E E NEW Popup Atherton,+Michael+S Normal null S getSectionObject Nonviable+Infectious+Agent(s)
false 6 IBC null E 172_6

☐. MEDIUM ECHO pred AUTH POST http://192.168.1.145:8080/slu/applicationform/FORM_PERSONNELINFO.do
? 200 [view trace]
Payload: RED=-
7476651794773820930&BLUE=4&PTL_NUMBER=14908&PTL_DTLS_ID=25552&oldPtlDtlsId=null&PTL_ALIAS=11-
06-
0900&formName=Project+Registration+Form&OBJECT_DESCRIPTION=&PTL_FORM_ID=2226&PTL_SECTION_ID=140
&PTL_OBJECT_ID=140_138&PTL_OBJECT_TAB_ID=&PTL_BASE_GROUP_ID=&PTL_GROUP_ID=&PDF_PORTRAIT=&PTL_OB
JECT_TYPE=&PTL_USER_ID=&Selected=140&VIEW_MODE=E&VIEW_MODE_ORG=E&PTL_FORM_STATUS=NEW&Ep_PTL_PAG
E_TYPE=Popup&submitterName=Atherton%2C+Michael+S&PTL_FORM_TYPE=&PTL_BOOKMARK_ID=Normal&MULTIPLE
_CFC=null&userType=S&request=&METHODNAME=getSectionObject&TITLE=UT+Austin+Campus+Location%28s%2
9&OLD_USER=&OP=&NAVIGATION_TRANSACTION=&hist_Print=false&Ep_FORM_USER_TYPE=&PTL_DEL_SECTION_ID=
&PTL_BASE_SECTION_ID=&PTL_BASE_OBJECT_ID_STRING=&PTL_DEL_OBJECT_ID_STRING=&PTL_RETAIN_OTHER=&PR
OCEDURE_SELECTED_TAB=&MANDATORYFLAG=&COMMITTEE_ID=6&committeeName=IBC&EP_SEC_OBJ_ID=&PROCEDURES
=&REPORT_PTL_NUMBER=&FORM_ORIGINAL_MODE=null&FORM_VIEW_MODE_DUP=E&VERSIONNUMBER=&eventId=&print
_Mode=&PIUpDt=&sectionId=&sectionObjectId=&secObjId=140_138&secId=&i...
Response (596384): \r\n\r\n\r\n\r\n\r\n\r\n\r\n\t\r\n\r\n<LINK href="includes/modal/main.css"
type=text/css rel=StyleSheet>\t\r\n \r\n \r\n<title>eProtocol - The University of Texas at
Austin - UT Austin Campus Location(s)</title>\r\n<script type='text/javascript'
src='../resources/application/scripts/core/NumberFormat.js'></script>\r\n<script
type='text/javascript'
src='../resources/application/scripts/modal/validations.js'></script>\r\n<script
type='text/javascript'
src='../resources/application/scripts/modal/applicationform.js'></script>\r\n<script
type='text/javascript' src='../resources/application/scripts/modal/jquery-
1.4.1.js'></script>\r\n<script type='text/javascript'
src='../resources/application/scripts/modal/jquery.blockUI.js'></script>\r\n<script

type='text/javascript'...
Offending value: Expires/Date/Cache-Control mismatch
MIME type: text/html, detected: text/html, charset: UTF-8
[edit values]

-7476651794773820930 4 14908 25552 null 11-06-0900 Project+Registration+Form 2226 140 140_138 140 E E NEW Popup Atherton,+Michael+S Normal null S getSectionObject UT+Austin+Campus+Location(s) false 6 IBC null E 140_138

☐. MEDIUM ECHO pred AUTH POST http://192.168.1.145:8080/slu/applicationform/FORM_PERSONNELINFO.do
? 200 [view trace]
Payload: RED=-2617224920834472328&BLUE=4&PTL_NUMBER=14908&PTL_DTLS_ID=25552&oldPtlDtlsId=null&PTL_ALIAS=11-06-0900&formName=Project+Registration+Form&OBJECT_DESCRIPTION=&PTL_FORM_ID=2226&PTL_SECTION_ID=135&PTL_OBJECT_ID=135_112&PTL_OBJECT_TAB_ID=&PTL_BASE_GROUP_ID=&PTL_GROUP_ID=&PDF_PORTRAIT=&PTL_OBJECT_TYPE=&PTL_USER_ID=&Selected=135&VIEW_MODE=E&VIEW_MODE_ORG=E&PTL_FORM_STATUS=NEW&Ep_PTL_PAGE_TYPE=Popup&submitterName=Atherton%2C+Michael+S&PTL_FORM_TYPE=&PTL_BOOKMARK_ID=Normal&MULTIPLE_CFC=null&userType=S&request=&METHODNAME=getSectionObject&TITLE=Sponsored+Project%28s%29&OLD_USER=&OP=&NAVIGATION_TRANSACTION=&hist_Print=false&Ep_FORM_USER_TYPE=&PTL_DEL_SECTION_ID=&PTL_BASE_SECTION_ID=&PTL_BASE_OBJECT_ID_STRING=&PTL_DEL_OBJECT_ID_STRING=&PTL_RETAIN_OTHER=&PROCEDURE_SELECTED_TAB=&MANDATORYFLAG=&COMMITTEE_ID=6&committeeName=IBC&EP_SEC_OBJ_ID=&PROCEDURES=&REPORT_PTL_NUMBER=&FORM_ORIGINAL_MODE=null&FORM_VIEW_MODE_DUP=E&VERSIONNUMBER=&eventId=&print_Mode=&PIUpDt=&sectionId=&sectionObjectId=&secObjId=135_112&secId=&isFormTop...
Response (593715): \r\n\r\n\r\n\r\n\r\n\r\n\r\n\r\n\t\r\n\r\n<LINK href="includes/modal/main.css" type=text/css rel=StyleSheet>\t\r\n \r\n \r\n<title>eProtocol - The University of Texas at Austin - Sponsored Project</title>\r\n<script type='text/javascript' src='../resources/application/scripts/core/NumberFormat.js'></script>\r\n<script type='text/javascript' src='../resources/application/scripts/modal/validations.js'></script>\r\n<script type='text/javascript' src='../resources/application/scripts/modal/applicationform.js'></script>\r\n<script type='text/javascript' src='../resources/application/scripts/modal/jquery-1.4.1.js'></script>\r\n<script type='text/javascript' src='../resources/application/scripts/modal/jquery.blockUI.js'></script>\r\n<script type='text/javascript' src='...
Offending value: Expires/Date/Cache-Control mismatch
MIME type: text/html, detected: text/html, charset: UTF-8
[edit values]

-2617224920834472328 4 14908 25552 null 11-06-0900 Project+Registration+Form 2226 135 135_112 135 E E NEW Popup Atherton,+Michael+S Normal null S getSectionObject Sponsored+Project(s) false 6 IBC null E 135_112

☐. MEDIUM ECHO pred AUTH POST http://192.168.1.145:8080/slu/applicationform/FORM_PERSONNELINFO.do
? 200 [view trace]
Payload: RED=5274755523869907008&BLUE=4&PTL_NUMBER=14908&PTL_DTLS_ID=25552&oldPtlDtlsId=null&PTL_ALIAS=11-06-0900&formName=Project+Registration+Form&OBJECT_DESCRIPTION=&PTL_FORM_ID=2226&PTL_SECTION_ID=135&PTL_OBJECT_ID=135_115&PTL_OBJECT_TAB_ID=&PTL_BASE_GROUP_ID=&PTL_GROUP_ID=&PDF_PORTRAIT=&PTL_OBJECT_TYPE=&PTL_USER_ID=&Selected=135&VIEW_MODE=E&VIEW_MODE_ORG=E&PTL_FORM_STATUS=NEW&Ep_PTL_PAGE_TYPE=Popup&submitterName=Atherton%2C+Michael+S&PTL_FORM_TYPE=&PTL_BOOKMARK_ID=Normal&MULTIPLE_CFC=null&userType=S&request=&METHODNAME=getSectionObject&TITLE=None&OLD_USER=&OP=&NAVIGATION_TRANSACTION=&hist_Print=false&Ep_FORM_USER_TYPE=&PTL_DEL_SECTION_ID=&PTL_BASE_SECTION_ID=&PTL_BASE_OBJECT_ID_STRING=&PTL_DEL_OBJECT_ID_STRING=&PTL_RETAIN_OTHER=&PROCEDURE_SELECTED_TAB=&MANDATORYFLAG=&COMMITTEE_ID=6&committeeName=IBC&EP_SEC_OBJ_ID=&PROCEDURES=&REPORT_PTL_NUMBER=&FORM_ORIGINAL_MODE=null&FORM_VIEW_MODE_DUP=E&VERSIONNUMBER=&eventId=&print_Mode=&PIUpDt=&sectionId=&sectionObjectId=&secObjId=135_115&secId=&isFormTopic=&PROCEDURE_TYPE_ID...
Response (590394): \r\n\r\n\r\n\r\n\r\n\r\n\r\n\r\n\t\r\n\r\n<LINK href="includes/modal/main.css" type=text/css rel=StyleSheet>\t\r\n \r\n \r\n<title>eProtocol - The University of Texas at Austin - None</title>\r\n<script type='text/javascript' src='../resources/application/scripts/core/NumberFormat.js'></script>\r\n<script type='text/javascript' src='../resources/application/scripts/modal/validations.js'></script>\r\n<script type='text/javascript' src='../resources/application/scripts/modal/applicationform.js'></script>\r\n<script type='text/javascript' src='../resources/application/scripts/modal/jquery-1.4.1.js'></script>\r\n<script type='text/javascript' src='../resources/application/scripts/modal/jquery.blockUI.js'></script>\r\n<script type='text/javascript' src='../resour...
Offending value: Expires/Date/Cache-Control mismatch
MIME type: text/html, detected: text/html, charset: UTF-8
[edit values]

5274755523869907008 4 14908 25552 null 11-06-0900 Project+Registration+Form 2226 135 135_115 135 E E NEW Popup Atherton,+Michael+S Normal null S getSectionObject None false 6 IBC null E 135_115

1. MEDIUM ECHO pred AUTH POST http://192.168.1.145:8080/slu/applicationform/FORM_PERSONNELINFO.do
 ? 200 [view trace]
Payload: RED=-6936170111129173791&OBJECT_DESCRIPTION=UT+Austin+Campus+Location&OBJECT_TOOLTIP=&oldUsr=null&objectGroupId=&R1C2_ob140_138=Fisheries+and+Mariculture+Lab&R2C2_ob140_138=5196&R4C2_ob140_138=BSL-2&R3C2_ob140_138=4&R6C3_ob140_138=Y&activityCode=&typeOfSubmission=+&typeOfApplication=+&PTL_SECTION_ID=140&PTL_OBJECT_ID=140_138&PTL_GROUP_ID=&PTL_CLONE_GROUP_ID=&PTL_OBJECT_TAB_ID=&PTL_BASE_GROUP_ID=&PTL_CLONE_BASE_GROUP_ID=&PTL_INNER_LISTING=&attachMode=&PTL_NUMBER=14908&PTL_DTLS_ID=25552&PTL_FORM_ID=2226&PTL_FORM_TYPE_ID=63&SectionGroupId=null&VIEW_MODE=E&Selected=140&TITLE=UT+Austin+Campus+Location%28s%29&Ep_PTL_PAGE_TYPE=Popup&METHODNAME=saveSectionObject&userType=S&OP=&Ep_FORM_USER_TYPE=&OLD_USER=&PTL_USER_ID=&committeeId=6&EP_SEC_OBJ_ID=&PTL_DEL_SECTION_ID=&PROCEDURE_SELECTED_TAB=&MULTIPLE_CFC=null&moveToSection=
Response (590205): \r\n\r\n\r\n\r\n\r\n\r\n\r\n\r\n\t\r\n\r\n<LINK href="includes/modal/main.css" type=text/css rel=StyleSheet>\t\r\n \r\n \r\n<title>eProtocol - The University of Texas at Austin - UT Austin Campus Location(s)</title>\r\n<script type='text/javascript' src='../resources/application/scripts/core/NumberFormat.js'></script>\r\n<script type='text/javascript' src='../resources/application/scripts/modal/validations.js'></script>\r\n<script type='text/javascript' src='../resources/application/scripts/modal/applicationform.js'></script>\r\n<script type='text/javascript' src='../resources/application/scripts/modal/jquery-1.4.1.js'></script>\r\n<script type='text/javascript' src='../resources/application/scripts/modal/jquery.blockUI.js'></script>\r\n<script type='text/javascript'...
Offending value: Expires/Date/Cache-Control mismatch
MIME type: text/html, detected: text/html, charset: UTF-8
[edit values]

-6936170111129173791 UT+Austin+Campus+Location null Fisheries+and+Mariculture+Lab 5196 BSL-2 4 Y + + 140 140_138 14908 25552 2226 63 null E 140 UT+Austin+Campus+Location(s) Popup saveSectionObject S 6 null

2. MEDIUM ECHO pred AUTH POST http://192.168.1.145:8080/slu/applicationform/FORM_PERSONNELINFO.do
 ? 200 [view trace]
Payload: RED=-4582252433093341188&OBJECT_DESCRIPTION=Nonviable+Infectious+Agent&OBJECT_TOOLTIP=&oldUsr=null&objectGroupId=&R3C0_ob172_6=Bacteria&R12C0_ob172_6=Actinomadura+spp.&R15C0_ob172_6=tst&R6C0_ob172_6=test&H1C0_ob172_6=BSL-2&R18C0_ob172_6=Chemical&R31C0_ob172_6=tet&R22C0_ob172_6=provider&R28C0_ob172_6=PCR&R72C0_ob172_6=N&activityCode=&typeOfSubmission=+&typeOfApplication=+&PTL_SECTION_ID=172&PTL_OBJECT_ID=172_6&PTL_GROUP_ID=&PTL_CLONE_GROUP_ID=&PTL_OBJECT_TAB_ID=&PTL_BASE_GROUP_ID=&PTL_CLONE_BASE_GROUP_ID=&PTL_INNER_LISTING=&attachMode=&PTL_NUMBER=14908&PTL_DTLS_ID=25552&PTL_FORM_ID=2226&PTL_FORM_TYPE_ID=63&SectionGroupId=null&VIEW_MODE=E&Selected=172&TITLE=Nonviable+Infectious+Agent%28s%29&Ep_PTL_PAGE_TYPE=Popup&METHODNAME=saveSectionObject&userType=S&OP=&Ep_FORM_USER_TYPE=&OLD_USER=&PTL_USER_ID=&committeeId=6&EP_SEC_OBJ_ID=&PTL_DEL_SECTION_ID=&PROCEDURE_SELECTED_TAB=&MULTIPLE_CFC=null&moveToSection=
Response (590196): \r\n\r\n\r\n\r\n\r\n\r\n\r\n\r\n\t\r\n\r\n<LINK href="includes/modal/main.css" type=text/css rel=StyleSheet>\t\r\n \r\n \r\n<title>eProtocol - The University of Texas at Austin - Nonviable Infectious Agent</title>\r\n<script type='text/javascript' src='../resources/application/scripts/core/NumberFormat.js'></script>\r\n<script type='text/javascript' src='../resources/application/scripts/modal/validations.js'></script>\r\n<script type='text/javascript' src='../resources/application/scripts/modal/applicationform.js'></script>\r\n<script type='text/javascript' src='../resources/application/scripts/modal/jquery-1.4.1.js'></script>\r\n<script type='text/javascript' src='../resources/application/scripts/modal/jquery.blockUI.js'></script>\r\n<script type='text/javascript'...
Offending value: Expires/Date/Cache-Control mismatch
MIME type: text/html, detected: text/html, charset: UTF-8
[edit values]

-4582252433093341188 Nonviable+Infectious+Agent null Bacteria Actinomadura+spp. tst test BSL-2 Chemical tet provider PCR N + + 172 172_6 14908 25552 2226 63 null E 172 Nonviable+Infectious+Agent(s) Popup saveSectionObject S 6 null

3. MEDIUM ECHO pred AUTH POST http://192.168.1.145:8080/slu/applicationform/FORM_PERSONNELINFO.do
 ? 200 [view trace]
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[edit values]

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Offending value: Expires/Date/Cache-Control mismatch
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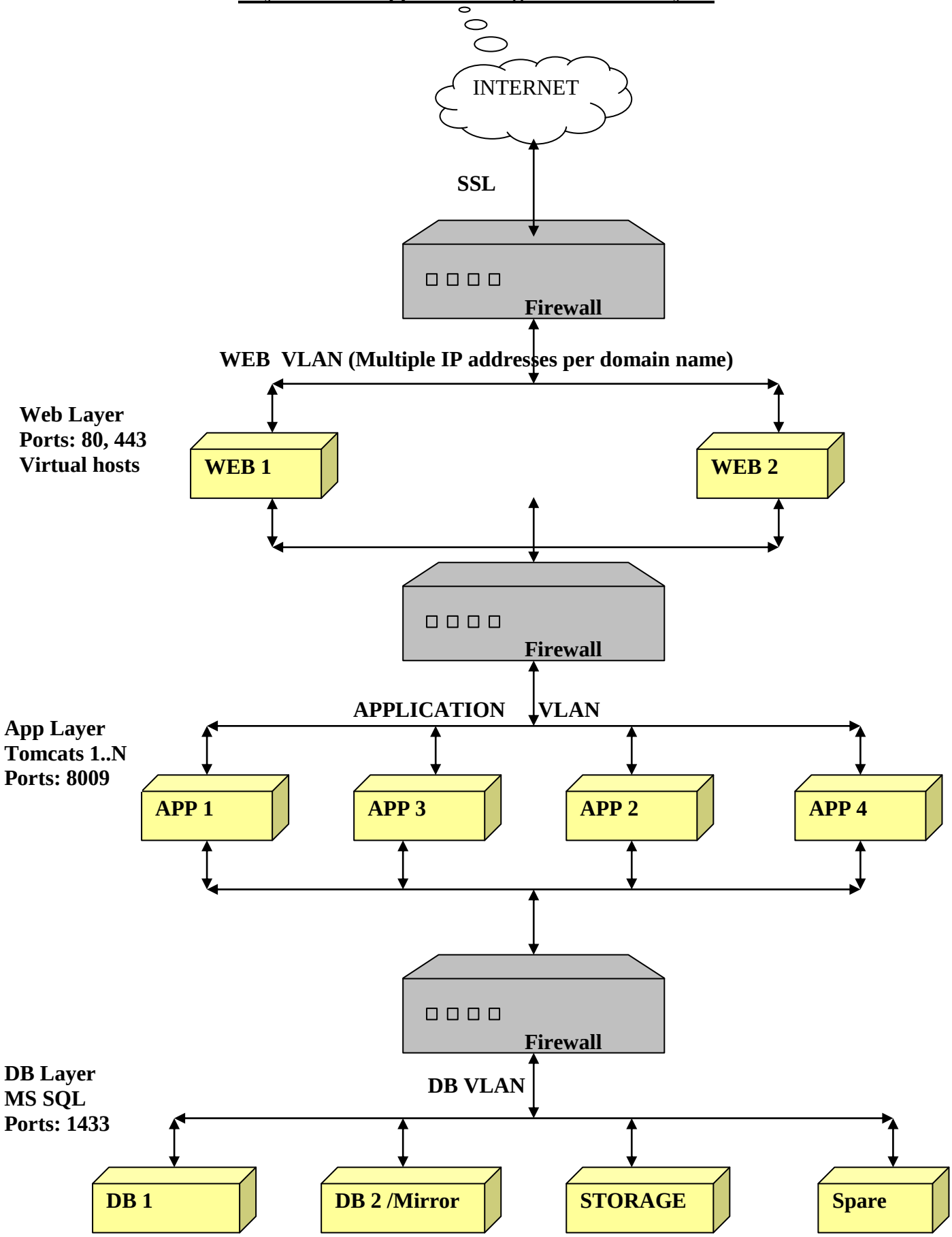
[edit values]

ATTACHMENT 6

Key Solutions Application Logical Network Layout

Key Solutions Application Logical Network Layout



ATTACHMENT 7

Master Software License Agreement

MASTER SOFTWARE LICENSE AGREEMENT

This **MASTER SOFTWARE LICENSE AGREEMENT** (this "Agreement") is entered into effective as of the date of last signature below (the "Effective Date") by and between **Key Solutions, Inc.** ("**KSI**"), a California corporation whose principal place of business is **2803 Lakeview Court**, **Fremont, CA 94538**, and _____, a _____ whose address is _____ ("**Licensee**"), to provide the terms and conditions under which KSI will license KSI's software applications, and provide related services, to Licensee.

This Agreement consists of this signature page, the attached Terms and Conditions, and Exhibits A, B and C, and any other documents specifically referenced in this Agreement. In the event of a conflict among these documents, the Terms and Conditions of this Agreement will control. This Agreement contains the entire agreement between KSI and Licensee with respect to its subject matter and supersedes all prior and contemporaneous understandings, commitments and agreements between the parties relating to such subject matter. Unless this Agreement states otherwise, no modification or waiver is binding unless made in writing and signed by both KSI and Licensee. No purchase order or other document issued by Licensee will modify or supplement the terms and conditions of this Agreement, including without limitation Licensee's payment obligations. If any such Licensee document has any additional or different terms, such terms are deemed rejected and of no force or effect.

The Software licensed to Licensee under this Agreement is specified in Exhibit A, as the parties may amend from time to time upon mutual agreement. The license granted to the Software pursuant to this Agreement remains in effect until any termination of this Agreement. Support Services will be provided for the Support Term as defined and as set forth in the Terms and Conditions.

This Agreement may be executed in counterparts, each of which will be deemed an original but both of which together will constitute the same instrument.

The parties have caused this Agreement to be executed as of the Effective Date by their authorized representatives.

Key Solutions, Inc.: **("KSI")**	**Licensee:**
By: _____	By: _____
Name: Swarupa R. Mallipeddi	Name: _____
Title: Operations Manager	Title: _____
Date:_____	Date: _____

TERMS AND CONDITIONS

1. DEFINITIONS

As used in this Agreement, and in addition to other terms defined elsewhere in this Agreement, the following terms have the following meanings:

1.1 "***Confidential Information***" means any confidential or proprietary information disclosed by a party (the "***Disclosing Party***") to the other party (the ***"Receiving Party"***), in any form, or otherwise learned by the Receiving Party which: (i) is marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature; or (ii) should reasonably be considered confidential based on the nature of the information or the circumstances surrounding its disclosure. Notwithstanding the foregoing or any other provision of this Agreement, KSI's Confidential Information will include, without limitation, the Software (including, without limitation, its performance, capabilities, functionality and deficiencies), non-public information regarding any current or future products or services of KSI, and this Agreement.

1.2 **"Authorized User"** means an employee or contractor of Licensee that has been assigned a unique username-password combination to access and use the Sofware (defined later) by the Licensee.

1.3 **"Customization Services"** means changes to forms, workflow, addition or modification of new features and functionality and any other customization services to be provided by KSI to Licensee with respect to the Software, as set forth in Exhibit B.

1.4 **"Customization Services Fees"** means the fees to be paid by Licensee to KSI for the Customization Services, as set forth in Exhibit A.

1.5 **"Documentation"** means the standard user documentation for the Software that KSI makes generally available to its customers.

1.6 **"Fees"** means, as applicable, the Installation Fees, License Fees, and/or Maintenance Fees.

1.7 **"Initial Installation Date"** means the date of the first installation of the first copy of an original KSI software (not the Customized Software as defined in Exhibit B) module in the customer environment. Each module may have its own Initial Installation Date in case of a multi-module license..

1.8 **"Installation Services"** means the installation, training and setup services to be performed by KSI for Licensee, as set forth in Exhibit B.

1.9 **"Installation Services Fees"** means the fees to be paid by Licensee to KSI for the Installation Services, as set forth in Exhibit A.

1.10 **"Intellectual Property Rights"** means patent rights (including patent applications and disclosures), copyrights, trademarks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.11 **"License Fees"** means the fees for the license to the Software as described in Exhibit A.

1.12 **"Licensed Configuration"** means the numbers, types and/or identifiers of users, active protocols, servers and locations, as specified in Exhibit A, with respect to which Licensee is licensed to use the Software.

1.13 **"Software"** means the KSI and/or third party software module(s) and any other software products, in object code form, and related Documentation, specified in Exhibit A, including any and all Updates (as defined in Exhibit C) and other revisions to such products and/or Documentation provided by KSI to Licensee under this Agreement.

1.14 **"Support Services"** means the maintenance and support services with respect to the Software to be provided by KSI as set forth in Exhibit C.

1.15 **"Support Services Fees"** means the annual fees to be paid by Licensee to KSI for the Support Services, as described in Exhibit A.

2. LICENSE

2.1 ***Grant of License***. Subject to the terms and conditions of this Agreement (including, without limitation, Licensee's payment of all applicable fees), KSI grants to Licensee a nonexclusive, perpetual (subject to Section 9 below) license to use the Software for the Licensed Configuration and only for Licensee's internal use by its Authorized Users. Such license includes the right to copy the Software as reasonably necessary to exercise such license rights, including making a reasonable number of copies for backup and archival purposes, provided that Licensee retains on all copies the proprietary notices contained in the original.

2.2 ***Ownership; License Restrictions***. Licensee expressly acknowledges that, as between KSI and Licensee, KSI owns all worldwide right, title and interest, including all Intellectual Property Rights, in and to the Software. KSI reserves all rights and licenses in and to

the Software not expressly granted to Licensee under this Agreement. Licensee agrees that KSI may freely use in any way (including in modifications to the Software or other products or services) any and all feedback, suggestions, or ideas that Licensee may provide to KSI regarding the Software ("***Feedback***"), and Licensee grant KSI a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use and exploit the Feedback at KSI's sole discretion. Licensee's rights to the Software are only those of a licensee as expressly set forth in this Agreement; title to the Software remains with KSI.

2.3 ***License Restrictions***. Licensee acknowledges that the Software contains trade secrets of KSI and its licensors, and, in order to protect such trade secrets and other interests that KSI and its licensors have in the Software, Licensee agrees that it will not, nor will it permit any third party to, (a) disassemble, decompile or reverse engineer the Software or otherwise attempt to learn the source code for the Software; (b) transfer, sublicense, lease, lend, rent or otherwise distribute the Software to any third party or use the Software to provide service bureau, time-sharing or other computer services to third parties, or otherwise provide or make the functionality of the Software available to third parties; (c) adapt, translate, modify or create derivative works of the Software, or delete or in any manner alter the copyright, trademark, and other proprietary rights notices appearing on the Software as delivered to Licensee; or (d) copy the Software, in whole or in part, except as expressly authorized in this Agreement.

2.4 ***Government Rights; Compliance with Laws***. If Licensee is the U.S. Government or a contractor or subcontractor (at any tier) of the U.S. Government and is licensing the Software for use by the U.S. Government or in connection with any contract or other transaction with the U.S. Government, Licensee acknowledges that by accepting delivery of the Software, the Software qualifies as commercial computer software and commercial computer software documentation within the meaning of the acquisition regulations and contract clauses applicable to this procurement. The terms and conditions of this Agreement are fully applicable to the Government's use and disclosure of the Software, and supersede any conflicting terms or conditions. Licensee will comply with all applicable laws, rules and regulations with respect to this Agreement. In particular, and without limiting the foregoing, Licensee agrees to comply fully with all relevant export laws and regulations of the United States **("*Export Laws*")** to ensure that neither the Software, nor any direct product thereof are: (a) exported or re-exported directly or indirectly in violation of Export Laws; or (b) used for any purposes prohibited by the Export Laws, including but not limited to nuclear, chemical, or biological weapons proliferation.

2.5 ***Verification and Audit***. On a calendar year basis and otherwise upon KSI's request, Licensee will furnish KSI with a certification signed by an officer of Licensee verifying that the Software is being used pursuant to the terms of this Agreement. Upon reasonable prior written notice, KSI may audit Licensee's use of the Software to ensure that Licensee is in compliance with the terms of this Agreement. Any such audit will be conducted during regular business hours at Licensee's facilities and will not unreasonably interfere with Licensee's business activities. Licensee will provide KSI with access to the relevant Licensee records and facilities. If an audit reveals that Licensee has underpaid fees to Key Solutions during the period audited, then in addition to other rights and remedies KSI may have, KSI will invoice Licensee, and Licensee will promptly pay KSI, for such underpaid fees based on KSI's price list in effect at the time the audit is completed. If the underpaid fees exceed five percent (5%) of the license fees paid by Licensee for the Software, then Licensee will also pay KSI's reasonable costs of conducting the audit.

2.6 ***Licensee's Responsibilities.*** Licensee is solely responsible for: (a) purchasing and obtaining from third parties, and for maintaining during the term of this Agreement, all applicable licenses and consents for third party technology needed to install, execute and otherwise use the Software (unless provided by KSI and paid for by Licensee to KSI); (b) installing and operating up-to-date virus detection and removal, firewall and other security products for the protection of Licensee's network; and (c) proper configuration of all equipment, software and systems used with or in accessing the Software.

2.7 ***EULA.*** Licensee and its Authorized Users may be required to agree to the terms and conditions of a click-through end user agreement when using the Software ("***EULA***"), provided that if the EULA conflicts with this Agreement, this Agreement controls.

3. SERVICES

3.1 ***Customization and Installation Services***. Subject to the terms and conditions of this Agreement, KSI agrees to perform the Customization Services and the Installation Services, each as described in Exhibit B.

3.2 ***Account Teams.*** In order to facilitate the parties' discussions and cooperation, each party will assign an account team. The initial account team for each party is set forth in Exhibit B, which either party may modify from time to time upon notice to the other party.

3.3 ***Maintenance and Support; Term***. Provided

that Licensee pays the annual Support Services Fees, Support Services will be provided on an annual basis, with the initial term ("***Initial Support Term***") commencing on the Initial Installation Date, and automatically renewing for annual periods thereafter (each a "***Renewal Support Term***") (the Initial Support Term and any and all Renewal Support Terms are referred to as the "***Support Term***") until this Agreement is terminated or either party notifies the other party of non-renewal at least sixty (60) days before expiration of the then-current Initial Support Term or Renewal Support Term, as applicable.

3.4 ***Exclusions to Maintenance and Support***. KSI will not be obligated to provide Support Services to Licensee if, at the time of the Support Services request or during the provision of Support Services, Licensee is not current in all of its payment obligations to KSI under this Agreement. In addition, KSI will have no obligation to provide Support Services of any kind for problems in the operation or performance of the Software to the extent caused by any of the following (each, an ***"Exclusion"***): (a) any software or hardware products not provided by KSI or the use of the Software in conjunction with any such product; (b) modifications to the Software made without KSI's express written authorization; (c) Licensee's use of an unsupported version of the Software; or (d) Licensee's use of the Software other than as authorized in this Agreement or as provided in the Documentation or Licensee's negligence, abuse or misapplication (including but not limited to incompatible operating environments and systems), accidents, acts of nature or other causes beyond the control of KSI. If KSI determines that it is necessary to perform Support Services for a problem in the operation or performance of the Software that is caused by an Exclusion, then KSI will notify Licensee and will have the right to invoice Licensee at KSI's then-current published time and materials rates for all such Support Services performed by KSI.

3.5 ***Other Services***. If Licensee requests KSI to perform any services outside of those specified in this Agreement, KSI will only be obligated to perform such services pursuant to a separate written agreement, including a statement of work, setting forth in detail the services to be provided and the fees to be paid by Licensee.

4. PAYMENT

4.1 ***Fees and Expenses***. Licensee will pay KSI the Fees as specified in Exhibit A. Licensee shall reimburse KSI for actual travel and living expenses that KSI reasonably incurs in providing Licensee with services under this Agreement. Such travel and living expenses shall be invoiced on a monthly basis in arrears and shall be due within thirty (30) days from the date of invoice. KSI will obtain Licensee's approval of any such expenses prior to incurring them. Licensee acknowledges that its failure to provide approval for any such expenses promptly upon request will hinder KSI's ability to timely perform such services and may result in increased costs and/or delays in performance of the services.

4.2 ***Payment Terms and Taxes***. Licensee will pay all amounts due under this Agreement in U.S. currency. All payments are non-cancellable and (except solely as provided in Section 5.2 or 6.1, if applicable) are non-refundable. All Fees payable under this Agreement are net amounts and are payable in full, without deduction of any kind. All charges and fees provided for in this Agreement are exclusive of any taxes, duties, or similar charges imposed by any government or other authority. Licensee shall pay or reimburse KSI for, and will indemnify and hold KSI harmless from, all federal, state, dominion, provincial, or local sales, use, personal property, withholding, excise or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of KSI). If Licensee is required to pay any withholding tax, charge or levy in respect of any payments due to KSI hereunder, Licensee shall gross up payments actually made such that KSI shall receive sums due hereunder in full and free of any deduction for any such withholding tax, charge or levy.

4.3 ***Past Due Amounts***. Amounts past due shall be subject to an interest charge of two percent (2%) per month or the highest rate allowed under applicable law, whichever is less. In addition to the above, all past due amounts that are due over 60 days shall result in suspension of services and requires a re-initiation fee of $2,500 per module to re-start the services. In addition, KSI reserves other rights and remedies in the event of overdue payments, including but not limited to termination of services pursuant to this Agreement.

5. WARRANTY

5.1 ***Limited Software Warranty***. KSI warrants that, for a period of thirty (30) days after initial installation by or for Customer ("***Warranty Period***"), each module of the Software (in non-customized form) will be capable of performing in all material respects in accordance with the functional specifications set forth in the applicable Documentation.

5.2 ***Sole Remedy; Acceptance***. As Licensee's sole and exclusive remedy and KSI's entire liability for any breach of the warranty set forth in Section 5.1, KSI will, at its option: (a) promptly correct any Software module that fails to meet this limited warranty; (b) provide Licensee with a reasonable procedure to circumvent the nonconformity; or (c)

refund the License Fees paid by Licensee for the non-conforming Software module upon Licensee's return of all copies of such Software to KSI. The foregoing obligations of KSI are subject to Licensee's written notice to KSI of breach of the warranty within the Warranty Period; if no such notice is received by KSI with respect to any Software module, then such Software module is deemed accepted by Customer, even if Customer performs any additional testing of the Software. Any non-conformities of any Software module after the Warranty Period will be handled as part of the Support Services. If KSI performs any Customization Services with respect to any Software module, then the Customized Software (as defined in Exhibit B) will be subject to the acceptance testing process and remedies pursuant to Exhibit B. For the avoidance of doubt, however, only the customizations are subject to the Exhibit B acceptance process; the unmodified Software module is covered solely by this warranty and is subject to the warranty and acceptance as provided above in this Section 5.2.

5.3 ***Disclaimer***. OTHER THAN AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE AND ALL SERVICES AND DELIVERABLES ARE PROVIDED TO LICENSEE ON AN "AS IS" BASIS, AND ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY KSI AND ITS LICENSORS AND SUPPLIERS. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE ENTIRE RISK ASSOCIATED WITH USE OF THE SOFTWARE IS ASSUMED BY LICENSEE.

KSI does not warrant that the Software, including as customized pursuant to the Customization Services, will meet Licensee's requirements, the Software will operate in the combinations that Licensee may select for use, that the operation of the Software will be error-free or uninterrupted or that all Software errors will be corrected. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM KSI OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

5.4 ***Certain Responsibilities***. Licensee acknowledges and agrees that: (a) the Software is being provided for research purposes only, and is not intended for use (and are not permitted to be used) in connection with any clinical or diagnostic use or decisions; (b) Licensee assumes sole responsibility and liability for results obtained from the use of the Software and for conclusions drawn from such use; and (c) KSI shall have no liability for any claims, losses, or damage caused by errors or omissions in any information provided by Licensee in connection with the Software or any actions taken at Licensee's direction. Further, KSI will not be liable for any third party claims arising out of or relating to the Software or otherwise in connection with this Agreement except for Infringement Claims as defined and provided in Section 6 below.

6. THIRD PARTY CLAIMS

6.1 KSI Obligations. KSI will defend Licensee against any claim that the Software infringes any third party's Intellectual Property Rights ("***Infringement Claim***"), and KSI will pay the costs, liabilities and expenses (including reasonable attorneys' fees) awarded to such third party with respect to, or agreed to by KSI in settlement of, the Infringement Claim, provided that the Licensee: (i) promptly informs KSI of the Infringement Claim, (ii) gives KSI the right to control the defense of such claim, (iii) gives KSI information and reasonable assistance with respect to the Infringement Claim, and (iv) does not settle, or compromise the defense of, any Infringement Claim without the express written permission of KSI.

The foregoing obligations of KSI shall not apply with respect to any Infringement Claim arising from or relating to (i) Licensee's use of the Software other than in accordance with this Agreement; (ii) the use of the Software in combination with any other products, services, materials or technology, if the Software would not be infringing without such combination; or (iii) modifications to the Software made according to Licensee's instructions, requirements or specifications if the Infringement Claim would not have arisen but for such modifications.

If an Infringement Claim is asserted, or if KSI believes that an Infringement Claim is likely to be asserted, KSI may at its option and expense either: (a) replace or modify the Software so that it becomes non-infringing; or (b) procure for Licensee the right to continue using the Software. If neither of the foregoing alternatives (a) or (b) is reasonably available, KSI may terminate this Agreement, including the license to the Software, and in such event, subject to Licensee's compliance with Section 9.3, KSI shall refund to Licensee a proportional amount of the License Fees paid for the Software, prorated over a three-year period. THE PROVISIONS OF THIS SECTION 6.1 SET FORTH KSI'S SOLE AND EXCLUSIVE OBLIGATIONS, AND LICENSEE'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR

MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

6.2 Licensee Indemnification. Licensee will defend KSI against any third party claim, demand or suit relating to Licensee's use of the Software, including without limitation any injury, damage or loss of such third party arising out of Licensee's use of the Software (other than an Infringement Claim) ("***Licensee-Indemnified Claim***"), and Licensee will pay the costs, liabilities and expenses (including reasonable attorneys' fees) awarded to such third party with respect to, or agreed to by Licensee in settlement of, the Licensee-Indemnified Claim, provided that KSI: (i) promptly informs Licensee of the Licensee-Indemnified Claim, (ii) give Licensee the right to control the defense of such claim, (iii) gives Licensee information and reasonable assistance with respect to the Licensee-Indemnified Claim, and (iv) does not settle, or compromise the defense of, any Licensee-Indemnified Claim without the express written permission of Licensee.

7. CONFIDENTIALITY; PUBLICITY

7.1 ***Confidentiality Obligations.*** The Receiving Party will treat as confidential all Confidential Information received from the Disclosing Party, will not use such Confidential Information except as expressly permitted under this Agreement to exercise or enforce its rights or perform its obligations and will not disclose such Confidential Information to any third party without the Disclosing Party's prior written consent, except that that the Receiving Party may disclose Confidential Information of the Disclosing Party to those of its employees and authorized contractors: (i) having a need to know such Confidential Information for purposes of this Agreement; and (ii) who are bound by non-disclosure obligations no less restrictive than the nondisclosure obligations set forth in this Agreement. Each Receiving Party will use the same degree of care to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information, but no less than reasonable care.

7.2 ***Confidentiality Exceptions.*** The confidentiality restrictions of this Section 7 will not apply to information that: (a) was independently developed without any use of the Confidential Information of the Disclosing Party by employees of the Receiving Party who have not been exposed to the Confidential Information; (b) was in the public domain at the time it was disclosed or enters the public domain through no act or omission of the Receiving Party; (c) was rightfully known to the Receiving Party, without restrictions on disclosure, prior to the time of disclosure; or (d) is disclosed pursuant to applicable law or the order or requirement of a court, administrative agency or other governmental body; provided, however, that the Receiving Party will provide prompt notice of such occurrence to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

7.3 ***Publicity.*** Licensee agrees that KSI may list Licensee as a licensee on KSI's website and other marketing and promotional materials and may use the designated Licensee names, logos and symbols ("***Licensee Marks***") for such purpose subject to any trademark usage guidelines provided by Licensee. Any other use of Licensee Marks by KSI must have prior written approval of Licensee, provided that Licensee will not unreasonably withhold its consent to serving as a public Licensee reference for KSI, which may include a joint press release (to be issued promptly after the Effective Date), a case study and the like.

8. LIMITATION OF LIABILITY

8.1 ***Total Liability***. OTHER THAN KSI'S LIABILITY FOR DAMAGES AWARDED TO (OR AGREED TO BY KSI IN SETTLEMENT WITH) THIRD PARTIES UNDER SECTION 6, KSI's TOTAL CUMULATIVE LIABILITY FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY IN CONNECTION WITH THE SOFTWARE OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO AND THE AMOUNTS PAID TO KSI BY LICENSEE DURING THE 12 MONTH PERIOD PRIOR TO THE CLAIM UPON WHICH THE LIABILITY IS BASED AS APPLICABLE, (1) THE LICENSE FEES PAID TO KSI BY LICENSEE FOR THE SPECIFIC SOFTWARE THAT GIVES RISE TO THE LIABILITY, OR (2) THE INSTALLATION SERVICES FEES PAID TO KSI BY LICENSEE FOR THE INSTALLATION SERVICES THAT GIVE RISE TO THE LIABILITY, OR (3) THE SUPPORT SERVICES FEES PAID TO KSI BY LICENSEE FOR THE SUPPORT SERVICES FOR THE ANNUAL SUPPORT TERM IN WHICH THE LIABILITY ARISES.

8.2 ***Exclusion of Consequential Damages***. OTHER THAN EITHER PARTY'S LIABILITY FOR BREACH OF CONFIDENTIALITY OBLIGATIONS OR LICENSEE'S LIABILITY FOR BREACH OF THE LICENSE GRANTED OR INFRINGEMENT OF KSI'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SOFTWARE, WHETHER SUCH LIABILITY

ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

8.3 ***Basis of Bargain***. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. The parties expressly acknowledge and agree that KSI has set its prices and entered into this Agreement in reliance upon the limitations of liability specified herein, which allocate the risk between KSI and Licensee and form a basis of the bargain between the parties.

9. TERMINATION

9.1 ***Term***. This Agreement will begin on the Effective Date and will remain in effect unless terminated earlier in accordance with the terms of this Agreement. The term of each Software license granted by KSI pursuant to this Agreement will begin upon installation and, subject to Licensee's compliance with the terms and conditions of this Agreement, will remain in effect unless terminated by either party in accordance with the terms of this Agreement.

9.2 ***Termination for Breach***. Each party will have the right to terminate any Software license or this Agreement if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach. Termination of this Agreement pursuant to this Section 9.2 terminates all Software licenses granted under this Agreement, but, unless expressly stated in the terminating party's notice of termination pursuant to this Section 9.2, termination of one or more Software licenses does not terminate this Agreement or any other Software license granted under this Agreement.

9.3 ***Effect of Termination***. Upon termination of this Agreement or of any individual Software license granted hereunder, Licensee will promptly return to KSI the applicable Software and all copies and portions thereof, in all forms and types of media, and provide KSI with an officer's written certification, certifying to Licensee's compliance with the foregoing.

9.4 ***Survival***. The rights and obligations of the parties contained in Sections 2.2 - 2.5, 4, 5.3, 6, 7, 8, 9.3, 9.4 and 10, and any applicable portions of the Exhibits, will survive the termination or expiration of this Agreement or of any individual Software license granted hereunder.

10. GENERAL

10.1 ***Governing Law and Jurisdiction***. This Agreement will be governed by and construed in accordance with the laws of the State of California excluding that body of laws known as conflicts of law. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought in the federal or state courts located in the Northern District of California, and the parties hereby consent to the personal jurisdiction and venue therein, provided that a party may bring any action for injunctive or other emergency relief in any court having jurisdiction.

10.2 ***Severability.*** If any provision of this Agreement shall be held to be unenforceable by any court of competent jurisdiction, such provision will, to the fullest extent possible, be reformed to be enforceable and consistent with the parties' intent, and in any event the remaining portions shall remain in force and effect.

10.3 ***Force Majeure***. A party to this Agreement ("Affected Party") shall not be liable to the other party for default or delay in the performance of any of the Affected Party's obligations under the Agreement due to act of God, accident, fire, flood, storm, riot, war, sabotage, explosion, national defense requirement, governmental law, ordinance, rule or regulation, or any contingency beyond the reasonable control of the Affected Party that would make performance commercially impracticable.

10.4 ***Independent Contractors***. The parties are independent contractors, and nothing contained herein shall create any partnership, joint venture, employment, agency or fiduciary relationship between KSI and the Licensee.

10.5 ***Nonexclusive Remedy***. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

10.6 ***Notices***. All notices required or permitted under this Agreement will be in writing and delivered by e-mail (with confirmation of receipt), or by courier or overnight delivery services, or by certified mail, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth above or to such other address as may be specified by either party to the other in accordance with this Section.

10.7 ***Interpretation.*** Nothing in this Agreement shall be construed, interpreted or asserted against any party on the basis that all or part of this Agreement was written or

proposed by that party. Captions are inserted for convenience of reference only and shall not affect the construction and interpretation of this Agreement.

10.8 ***Assignment.*** This Agreement may not be assigned by either party, nor transferred by operation of law, without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, no such consent is needed in the event of the transfer of the majority of KSI's stock or all or substantially all of its assets as part of a merger, acquisition or similar event. Further, KSI may delegate and subcontract any of its obligations to third parties, provided that KSI remains responsible for proper performance of such obligations pursuant to this Agreement. Any assignment or transfer in violation of this Section shall be void.

10.9 ***No Third-Party Beneficiaries***. This Agreement is intended for the sole and exclusive benefit of KSI and Licensee, and their respective permitted successors and assigns, and is not intended to benefit any third party. Only the parties to this Agreement may enforce it.

EXHIBIT A

SOFTWARE, LICENSED CONFIGURATION, FEES

Software Licensed Under This Agreement:

[KSI TO LIST MODULES]

Licensed Configuration

Name of the products: See the list below under Fees
Authorized Number of active Protocols: See the list below
Number of Authorized Sites: [quantity] – [physical address(es)].

Fees

A. Fee Schedule (all amounts are stated and are payable in U.S. Dollars)

Module	License Fees	Customization Services Fees	Installation, Services Fees	Initial Annual Support Services Fee	Total License and Services Fees

NOTES:

All Customization requirements must be clearly documented in a Statement of Work (SOW) as contemplated in Exhibit B and signed off by both the Licensee and KSI. KSI then provides estimated number of hours required for the customization requested. KSI will perform customization after getting the approval from Licensee for the scope and number of hours required. Typical customization includes 2 revision rounds: first revision includes

changes to the existing software (such as form changes and workflow changes) based on theSOW signed off by the Licensee and KSI. The second revision is fine tuning of the first revision. Once the SOW is signed off or KSI is authorized to make changes to the licensed module, then it is deemed the licensed module has been accepted by the Licensee.

Any necessary infrastructure hardware and software like DB, Web Server, Application Server, Backup up software, Anti-Virus software etc. will be provided by Licensee. KSI will provide Documentation on the recommended hardware configuration for the applicable Software.

Annual Support Services Fee is 20% of the License Fee. The Annual Support Services Fees also applies to Customization Fees, if any. KSI may change the Support Services Fees applicable to any Renewal Support Term by providing thirty (30) days prior written notice of the change. Until any termination of Support Services as provided in the Agreement, KSI will invoice, and Licensee will pay, the applicable Support Services Fees for Renewal Support Terms.

Scope and cost of Customization Services and Installation Services are to be mutually agreed and set forth in Exhibit B. Hourly rate for customization is $150.

Any onsite training is charged in 8-hour block increments at the rate of $2,500. The number of attendees is limited to a maximum of twenty (20). Travel, boarding and lodging, and incidental expenses are reimbursed by Licensee for any onsite training activities. Online training is charged in 2-hour block increments at a price of $625.

Project plans are to be established prior to the kick-off meeting. Should the project be delayed due to the unavailability of Licensee's resources previously allocated to the project or resources being frequently unavailable, the project will be suspended and an administrative project reinitiating fee of $2500 will be charged. Prior to resuming the project, a mutually agreed upon new project plan and start date have to be established.

Payment Terms:

1) License Fee

License Fee	100% payable upon invoicing after signing the contract.
Installation Fee	100% payable upon Initial Installation of Software
Training Fee	100% payable upon completion of training
Maintenance Fee	100% payable at the beginning of each billing cycle and 1st billing cycle starts upon the initial installation of Software.
Customization Fee	Payable as per Statement of Work (SOW) and invoiced on a bi-weekly basis for the T&Ms.

Exhibit B

Customization and Installation Services

Subject to the terms and conditions of this Agreement, including Licensee's payment of all Fees, KSI will use commercially reasonable efforts to perform the Customization Services and the Installation Services (referred to collectively in this Exhibit as the "Services"), and to provide the customizations to the Software ("Customized Software") and other deliverables (collectively, "Deliverables"), if any, set forth below in this Exhibit B.

The parties may change the scope of the Services and/or Deliverables, provided that any such changes (including costs and schedule impact) follow the Change Management Process described below.

Project Description:	The Customization Services and Installation Services as outlined in this Exhibit B and associated attachments.
Licensee Account Team	Project Sponsor: [NAME AND ADDRESS] Voice: Fax: Email: Project Manager: [NAME AND ADDRESS] Voice: Fax: Email: Technical Contact: [NAME AND ADDRESS] Voice: Fax: Email:
KSI Account Team	Account Manager: <<Name>> <<Title>> << Email>> << Phone>> Implementation Manager:

	<<Name>> <<Title>> << Email>> << Phone>>
Scope	The requirements for the Customized Software must be documented in a Statement of Work ("SOW") or equivalent document and must be signed off by both parties and to be attached to this Exhibit B titled "SOW". The Customized Software shall be developed pursuant to a mutually-agreed project plan to be attached to this Exhibit B titled "Project Plan". **Process leading to an SOW:** 1) KSI installs software at Licensee's site 2) Licensee uses the software and documents any customization requirements and sends them to KSI 3) KSI reviews and comes up with a schedule and cost of the customization items that can be accommodated. 4) KSI and Licensee finalize the list of customization items to be done, including their Acceptance Test criteria. 5) KSI documents the items in SOW. 6) Licensee reviews the SOW. 7) KSI and Licensee finalize and sign-off SOW. The signed off SOW is the basis for any customization work performed by KSI. Installation Services: Upon completion of the Customization Services, the Customized Software shall be installed pursuant to the mutually-agreed schedule. Additional work requested outside the SOW is considered out of scope and is subject to the Change Management Process described below.
Project Plan Deliverables	KSI shall produce an initial Project Plan. This initial Project Plan is targeted to be delivered at a mutually agreed upon date. This initial Project Plan incorporates the deliverables documented in the SOW as well as the Installation Services. Upon receipt of the Project Plan, Licensee shall promptly review it and notify KSI of any requested revisions to the Project Plan. The parties will negotiate in good faith any such requested revisions, with a target of two weeks after the delivery of the initial Project Plan from KSI, for completion of such negotiations and mutual agreement on the Project Plan. Licensee acknowledges that any dates provided for performance of the Installation Services and/or delivery of Deliverables are reasonable

	estimates only and that KSI's ability to perform under the Installation Services is based on the timely submission by Licensee of all specifications and other information necessary, and facility and infrastructure access, for the completion of this Project.
Licensee Responsibilities	Licensee shall provide the list of the customization items within the agreed upon timeframe. Licensee should provide User Acceptance Test Criteria as part of the SOW. Licensee shall provide KSI with User Acceptance Test (UAT) scripts to be used by Licensee for acceptance testing (as further described below) against the installed Customized Software so that KSI could test the software using these scripts in addition to their own testing before delivery of the Customized Software. Licensee shall install or make available all required hardware and middleware to support the Customized Software on the UAT system within the agreed upon timeframe. Licensee will provide KSI resources access to all necessary systems required to perform the work. Licensee will provide workspace, telephone, and internet access to all KSI team members when onsite.
Acceptance Criteria	The Customized Software is capable of performing in all material respects in accordance with the functionality specifications set forth in the SOW. Acceptance criteria must be specifically set forth in the SOW.
Acceptance Testing Process	Acceptance (***"Acceptance"***) of the Customized Software occurs as follows: Within 5 days (or such other time as mutually agreed in writing) after KSI's notice to Licensee of installation of the Customized Software module at the Licensee Site, Licensee shall conduct UAT and shall notify KSI whether or not Licensee accepts the Software module. Licensee may only reject the Software if it fails to meet the Acceptance Criteria specified in the SOW. If Licensee does not either accept or reject the Software module in writing ("UAT Report") within such time period, the Software shall be deemed accepted. Any non-conformity identified in the UAT report must be specified in sufficient detail to enable KSI to address it. KSI will review the UAT report and i) fix any items that do not conform to the criteria specified in the SOW, and ii) explain items which KSI believes are conforming to the SOW and hence won't be fixed. KSI will resubmit the updated software for Acceptance Testing. This cycle of testing and fixing/explaining ("UAT Cycle") will continue for one more cycle to cause the Software to conform

	to the applicable Acceptance Criteria. If after the second cycle, the Software is not confirming to the SOW, Licensee shall have the right to issue a final Review Notice (a "Rejection Notice") or continue with additional UAT cycles. If Licensee provides a Rejection Notice to KSI, such notice shall give Licensee the right to terminate the Customization Services as contemplated in this Exhibit B and associated attachments. Effective upon thirty (30) days from the date of such Rejection Notice, if KSI fails to cure any non-conformity specified by Licensee in writing in the Rejection Notice, the Customization Services as contemplated in this Exhibit B and associated attachments is terminated. Licensee shall pay all amounts due under this Exhibit until the day of Termination. Use by Licensee of any Customized Software in any production environment shall constitute Acceptance. Any non-conformities of the Customized Software outside of this Acceptance testing process, including the original Software modules, will be handled as part of the Support Services.
Applicable Rates	Out of scope work may be purchased at the regular hourly rate in Exhibit A (subject to change by KSI from time to time).
Expense Policy	All reasonable travel and living expenses will be billed separately from above rates.
Assumptions	Licensee resources will be available in a timely manner for the success of the project. KSI resources will be available in a timely manner for the success of the project.
Additional Terms	**Control of Services –** KSI has the sole right to control the manner, means, and methods by which KSI performs the Services under this Exhibit B. Licensee is only entitled to direct KSI with respect to the elements and results to be derived from the Services. Licensee may, however, require KSI's personnel, when on site at Licensee's facility, to observe the reasonable security and safety policies of Licensee that are provided to KSI in advance.

	Change Management Process - From time to time during the performance of the Services, one or both parties may wish to make changes to the scope of the project as described in this Exhibit B and/or the Project Plan. All project change requests must be submitted using a Change Order form. The Change Order will describe, in reasonable detail, the proposed change, its rationale, and the impact of the change on effort, cost, and schedule. The parties must agree on the Change Order and an authorized representative of each party must execute the Change Order before any changes are implemented. If the parties cannot agree on a Change Order, performance will continue as described herein, without the change. If and when agreed by the parties, the Change Order will be incorporated into this Agreement. KSI shall not be liable for any delays in the project resulting from the change control process, and the schedule in the Project Plan shall be updated to reflect any such delays. In the event that either KSI or Licensee anticipates that it will not complete the Services or Deliverables within any mutually agreed upon time frame, the anticipating party will notify the other party for negotiation of a mutually acceptable revision to the schedule or the Change Order.
	Ownership - the Deliverables and any and all other software, code, algorithms, programs, systems, inventions, know-how, techniques, and other technology created, conceived or otherwise developed by KSI (whether alone or jointly with Licensee) during the performance of the Services, including all intellectual property rights in and to such technology (the "Work Product") are owned exclusively by KSI and its licensors and suppliers, and to the extent constituting the Deliverables, is licensed to Licensee as part of the Software under this Agreement.

EXHIBIT C

KSI SUPPORT TERMS

Provided that Licensee is current on payment of the annual Support Services Fees and otherwise is in compliance with the terms and conditions of this Agreement, KSI will use commercially reasonable efforts to provide Support Services in accordance with this Exhibit C.

Support Services.
Support Services consist of:

(i) technical support via telephone and Internet web browser provided by KSI to Licensee's Authorized Contacts (as defined below) during normal business hours regarding Licensee's use of the Software, and

(ii) the use of commercially reasonable efforts to correct Errors in the Software reported by Licensee, as provided in this Exhibit C, and

(iii) periodic delivery of bug fixes, maintenance releases, and other minor enhancements to the Software that KSI makes generally available to its Licensees without additional charge ("***Updates***") as and when KSI makes such Updates commercially available to its licensees.

An Error is defined as a failure in the Software to perform in any material respect in accordance with the functional specifications (not UI/UX related) set forth in the applicable Documentation.

Licensee Obligations.

1. Cooperation. As a condition to KSI's obligations under this Exhibit C, Licensee shall at all times:
    a. provide KSI with good faith cooperation and access to such information, facilities, and equipment as may be reasonably required by KSI in order to provide the Support Services
    b. provide such personnel assistance, including the account team and other Licensee personnel, as may be reasonably requested by KSI from time to time; and
    c. carry out in a timely manner all other Licensee responsibilities set forth in this Exhibit C.

    In the event of any delay in Licensee's performance of any of the obligations, or any other delays caused by Licensee, the targets times may be adjusted as reasonably necessary to account for such delays.

2. First Line Support. Licensee is responsible for providing first line support of the Software to its end users.
    a. Licensee will provide an appropriate number of trained personnel available to provide, in a competent manner and consistent with industry practice, first line support of the Software to end users. A minimum of two trained administrators and one IT engineer for each module identified in Exhibit A is recommended. Unless otherwise specifically agreed in writing by KSI and paid for by Licensee, KSI will have no obligation to provide any direct support of License's end users.
    b. As part of first line support, Licensee will use all reasonable efforts to diagnose and solve the Errors and other issues presented in end user support requests. First line support shall include logging the issue, collecting all user information, answering all basic questions and using reasonable efforts to identify the root cause of the Error (Error determination).

3. Second Line Support Requests. For those cases requiring escalation to KSI for second line support, Licensee will provide a summary of relevant communications, as well as facts on Error determination and

a reproducible test case, whenever possible. Second Line Support cases between Licensee and KSI will be logged and archived at KSI.

a. Whenever possible, Licensee will supply a minimal, a reproducible test case that manifests the problem should be made available for each problem submitted to KSI. Such test cases should manifest the reported problem in an environment that can be duplicated by KSI. Cases that cannot be reproduced may require access to the end user. If a reproducible test case is not available, a detailed description of the end user's environment and problem will suffice.
b. Support Services may only be requested by Licensee through its technical personnel whose names and contact information have been provided by Licensee to KSI ("***Authorized Contacts***").

Requesting Support from KSI.

Licensee Authorized Contacts may contact KSI's customer support by phone via a phone number to be supplied or through the Customer Support web application or via e-mail using an email address to be supplied.

KSI will provide support during normal business hours, which currently are from 9:00 AM to 5:30 PM Pacific time, Monday to Friday excluding holidays.

Error Severity Levels and Target Response Times:

Severity	**1**	**2**	**3**	**4**
Issue Description	Software module down	Major problem but module operational with	Non-critical function broken	All operations function, but not in the most efficient manner
Response Time	Acknowledgement: 2 hours Ticket will be opened and the problem will be discussed with Licensee's Authorized Contacts within 4 wall clock	Acknowledgement – 4 business hours Ticket will be opened and the problem will be discussed with Licensee's Authorized Contacts within 8 business	Acknowledgement – 8 business hours Ticket will be opened, it will be reviewed and have a priority set based on impact.	Acknowledgement – 8 business hours Ticket will be opened
Efforts; Resolution	Top priority will be given to solve the Issue with commercially reasonable efforts. The Issue will be escalated to the highest levels of KSI until the Issue is resolved and a patch will be released as soon as possible to fix the problem (unless the severity level is reduced).	Priority will be given to solve the Issue with commercially reasonable efforts. Depending upon the Issue, a fix will be released as part of support release unless the severity level is reduced.	Fix will be provided through the normal Update release process. There are up to four (4) Update releases projected during a year. The number may be adjusted based on need.	The issue will be evaluated, assigned a priority and it will be addressed in priority order. Due to the nature of these issues, addressing it may not include making a change. If addressing it results in a code change, the change will be provided through the normal Update release process.

* Severity one (1) issues must be reported by phone.

Additional Terms

Professional Services Not Included: Support Services do not include any professional services, such as configuration, installation, customizations, training and similar services. Any such services will be provided under a separate agreement and are subject to Licensee's payment of additional services fees.

Enhancements and/or customizations made for Licensee are not covered under these Support Services Terms unless otherwise specifically agreed to by KSI in writing.

Supported Versions: KSI provides Support Services for its then-current version of the Software and version immediately preceding it. All prior versions are unsupported, and any support requested by Licensee regarding such versions may be provided at KSI's sole discretion, subject to Licensee's payment of additional fees.

Discontinued Products: KSI is not obligated to provide Support Services to Licensee in connection with any discontinued Software modules beyond the date specified in KSI's notice of such discontinuance.

Changes: KSI may modify these Support Terms from time to time upon no less than ninety (90) days prior written notice to Licensee.

January 19, 2016

ADDENDUM NO. TWO

TO ALL OFFERORS:

REFERENCE:	Request for Proposal No:	**RFP# MLO-884**
	Dated:	**December 18, 2015**
	Commodity:	**Electronic Research Administration System**
	RFP Closing On:	**February 2, 2016 at 2:00 p.m.** ***(Eastern)***
		~~**January 26, 2016 at 2:00 p.m.** ***(Eastern)***~~

Please note the clarifications and/or changes made on this proposal program:

1. The closing date and time has been extended to February 2, 2016 at 2:00 p.m.

2. QUESTION: Can you please provide JMU's number of unique sub-recipients?

   ANSWER: Less than 20; however, this can vary significantly from year to year.

3. QUESTION: Of JMU's $20,000,000 in annual grant revenue, how much of that is NIH funding?

   ANSWER: Around $500,000; however, this can vary significantly from year to year.

Signify receipt of this addendum by initialing *"Addendum #2"* on the signature page of your proposal.

Sincerely,

Matasha Owens, MPA, VCO
Buyer Senior

January 7, 2016

ADDENDUM NO. ONE

TO ALL OFFERORS:

REFERENCE:

Request for Proposal No:	**RFP# MLO-884**
Dated:	**December 18, 2015**
Commodity:	**Electronic Research Administration System**
RFP Closing On:	**January 26, 2016 at 2:00 p.m. (*Eastern)***

Please note the clarifications and/or changes made on this proposal program:

1. QUESTION: Do you require a copy of the proposal by email in addition to copies, Digital (1) and Hard (9) copies to be mailed to JMU?

   ANSWER: Proposals received via email will not be accepted. Please refer to page 10 of the RFP for instructions on proposal submission.

2. QUESTION: What is the contract period for? Section I. PURPOSE asks for initial contract period of 1 year with (9) addition one-year periods but the X. PRICING SCHEDULE asks "State 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."

   ANSWER: The contract period will be for one (1) year with the option to renew for nine (9) one-year periods. Offerors should provide maintenance costs for the first year and each of the following nine (9) years.

3. QUESTION: We are not clear about the specific scope of the project? Please clarify if the modules listed below are the correct scope?
   - IRB
   - IACUC
   - Conflict of Interest (COI)
   - Grants Management (Proposal Development, Pre Award & Post Award)
   - Biosafety (IBC)

   ANSWER: This list accurately represents the main target areas of the project. Functionality and ease of use within these target areas will be assessed to determine the system that best meets the University's needs. Responses may include functionality outside of these target areas if the Offeror believes this functionality would be useful to JMU's grant management objectives or if it is required for the operation of the proposed system to support these target functions.

4. QUESTION: What deployment option is requested for the proposal?
SaaS (Company hosted and managed) or License (Customer hosted and managed)

   ANSWER: The University is open to both deployment options.

5. QUESTION: What is the timeline for implementation?

   ANSWER: The RFP requests the Offeror suggest a timeline for implementation as well as state the time and resources required from the University for a successful implementation. At this time, the University desires to enter into a contract with the successful Offeror in the Summer of 2016. Implementation, data conversion, testing and training would take place Fall 2016 through Spring 2017 with an expected go-live date of July 1, 2017.

6. QUESTION: What current modules have home-grown databases?

   ANSWER: There is an established Access database housing proposal and award data that provides managerial reporting. Post award financial administration is supported by a PeopleSoft (Oracle) General Ledger (without the Grants Management Module) and PeopleSoft (Oracle) Human Resource systems. Effort Reporting is accomplished through MAXIMUS's Effort Reporting System. All other modules are supported with secure websites and/or Excel spreadsheets.

7. QUESTION: There is mention of Responsible Conduct of Research (RCR). Are you expecting any specific functionality related to Responsible Conduct of Research in any of the modules?

   ANSWER: Students receiving financial support from certain Federal research awards must receive RCR training prior to receiving that support. JMU desires to know if the proposed system supports this requirement in any way.

8. QUESTION: Under "Application Functionality", Section C. Reporting, #2: What functionality does JMU mean with the "Do Not Publish" option? Are you referring to the grants application?

   ANSWER: While most sponsors expect JMU to recognize their organization's award of funding to the University, JMU occasionally receives funding from an external organization that does not wish to be identified to the general public. JMU desires to know what functionality exists within the proposed system that would allow suppression of that organization's award and what impact that "do not publish" designation would have on the proposed system (impact of the setting on: viewing data in the system, reporting, summary totals for number of proposals and awards, summary total of awarded dollars, etc.)

9. QUESTION: JMU processes approximately 950 protocols per year. What is the number of active protocols broken down into each committee?

ANSWER: IRB number of active protocols: 600
IACUC number of active protocols: 30
IBC number of active protocols: 20
COI number of yearly disclosures: 120
Grants dollar award amount per year: $20,000,000

*Please note the majority of research is student driven with many submissions being for semester only projects. The number of active protocols can vastly fluctuate at any time. The number of JMU protocols "processed" is much higher than the "active" protocol numbers in that JMU accounts for all Addendums, Extensions, and Annual Renewals.

10. QUESTION: What agencies does JMU seek awards from?

ANSWER: All Federal, State, and Private (Non-governmental, Foundation, Non-profit; Industry) sponsors that provide eligible funding to Institutions of Higher Education or to 501c3's are potential sponsors. Our current list of sponsors also includes foreign organizations and governments.

11. QUESTION: What systems do you want to integrate with? Oracle PeopleSoft, Maximus Effort Reporting, Ellucian Advance Web? What data do you want to pull from Ellucian Advance Web?

ANSWER: JMU desires to know what capabilities exist to integrate with these systems and what advantages would be realized with these integrations. For example, while there is no requirement that the successful Offeror integrate with Oracle/PeopleSoft, the ability to use JMU's salary data to build proposal budgets could be advantageous to proposal development.

Related to the Advance Web system, the University desires to share information related to external "Private" sponsors, specifically Foundations, Non-Profits, and Industry sponsors with JMU's Advancement Office. Rather than listing required data elements, JMU requests that the Offeror indicate what integration, data exchange, workflows or reporting exists, to support JMU's desire to better communicate data related to "gifts" and "sponsored programs" that are received from the same external organization.

Signify receipt of this addendum by initialing *"Addendum #1"* on the signature page of your proposal.

Sincerely,

Matasha Owens, MPA, VCO
Buyer Senior

Request for Proposal

RFP # MLO-884

Electronic Research Administration System

December 18, 2015

James Madison University <u>will be closed</u>
at Noon on December 22, 2015 through Friday, January 1, 2016 .

The University <u>will reopen</u> on Monday, January 4, 2016.

VIRGINIA ASSOCIATION OF STATE COLLEGE & UNIVERSITY PURCHASING PROFESSIONALS
VASCUPP

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-884

Issue Date: **December 18, 2015**

Title: **Electronic Research Administration 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 2:00 p.m. on January 26, 2016 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, owensml@jmu.edu, 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:_____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1_____ #2_____ #3_____ #4_____ #5_____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:
□ YES; □ NO; *IF YES* ⇒⇒ □ SMALL; □ WOMAN; □ MINORITY ***IF MINORITY:*** □ AA; □ HA; □ AsA; □ NW; □ Micro

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-884

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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 an Electronic Research Administration 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.

A. OFFICE OF SPONSORED PROGRAMS:

The Office of Sponsored Programs (OSP), a unit within the Office of Research and Scholarship, is the central pre-award administration office for all externally sponsored projects for James Madison University. As the authorized institutional representative for grant applications, contracts, and other funding instruments, OSP is responsible for reviewing, negotiating and executing all contracts and agreements for JMU which involve sponsored projects. The OSP provides assistance in proposal budget development and proposal submission. The office also reviews and approves all proposals to external sponsors.

Research Administration at JMU is currently a combination of home-grown databases and systems and manual processes. Sponsored Programs proposal development and approval is a manual process generally conducted through email and paper-passing. Tracking of proposal and award data involves duplicate keying of sponsor, principal investigator (PI), and budget data to an Access Database. While the reporting from this database is fairly robust, running reports is centralized to OSP. Proposal and award data is provided manually, upon request, to University Advancement (for fundraising) and Technology Innovation (for possible patent or licensing opportunities). JMU processes approximately 350 proposals a year with approximately 250 awards totaling around $20,000,000 per year.

B. OFFICE OF RESEARCH INTEGRITY:

The Office of Research Integrity (ORI), a unit within the Office of Research and Scholarship, is responsible for monitoring Federal, State, and University compliance regulations as well as overseeing research protection as it relates to animal subjects research, human subject research, recombinant DNA and synthetic nucleic acid molecule research, financial conflicts of interests, and responsible conduct of research. ORI coordinates with compliance committees by providing administrative support, recordkeeping, and reporting.

Human Subject (IRB), Biosafety (IBC), and Animal Care and Use (IACUC) protocols are available for committee member review through Adobe Dreamweaver CC (a secure website). Reviewer comments and approvals are captured manually through an evaluation form using Microsoft Word. Requests and reminders for extensions or missing documents are handled manually via email. There is no reporting ability in the process. All protocols are tracked on an Excel spreadsheet. There is no integration between these processes and Sponsored Program proposals or awards. JMU processes approximately 950 protocols per year. There has been a significant increase in submissions since FY2013.

Financial Conflict of Interest (FCOI) disclosures are also captured and reviewed on paper and keyed into an Excel spreadsheet. While the spreadsheet is shared with Sponsored Programs, there is no integration between the proposal and FCOI requirements. IRB, IACUC, IBC, and FCOI training is tracked through the Collaborative Institutional Training Initiative (CITI) Program training system and database.

C. UNIVERSITY ADVANCEMENT:

University Advancement, a division reporting to the President's Office, is comprised of five teams, each equally contributing to the ability to raise private dollars, engage our constituent base, and expand the global footprint of James Madison University. University Advancement provides assistance with advancement gifts and record, data analysis and reporting, prospect research, and advancement business applications.

D. UNIVERSITY SYSTEMS:

JMU's central applications are Oracle PeopleSoft and include Financials 9.1, Campus Solutions 9.0 and Human Capital Management 9.1. Additionally, the University utilizes Oracle PeopleSoft's iHub for faculty, staff and student self-service. Effort Reporting is completed using Maximus Effort Reporting System version 9.01. Faculty/staff email is on-premise Microsoft Exchange 2013. The University uses Ellucian Advance Web as its advancement system.

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

James Madison University is seeking an Electronic Research Administration System that will automate and decentralize processing and summary reporting capabilities, archive required periodic technical and financial reports from end users, and assist with regulatory compliance and monitoring. The system must be capable of the following:

- Routing approvals and workflow capabilities.
- Proposal processing and system-to-system submissions to sponsors.
- Automation of award acceptance and processing protocols for human subject, animal care, and recombinant DNA and synthetic nucleic acid molecule research.
- Automation of reminder notices and reporting summary data.

The Contractor shall have available and be able to demonstrate the use and functions of the following components and/or features of an Electronic Research Administration System. It is expected that any proposed software will already be fully developed, tested, offered publicly for sale and available immediately for installation. For this project, the University is not interested in a custom developed software. 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 Research Administration System with respect to workflow, routing and tracking of required approvals, and reporting.

2. Describe in detail the funding proposal development, submission, and reporting capabilities of the system. If the system has integrated modules, identify what modules are required to achieve the stated functionality.

   Specify the system's ability to:

   a. Find or disseminate funding opportunities.

   b. Support development of proposals to Federal, State, or Private (Foundation, Non-Profit, or Industry) sponsors.

   c. Provide a permissions hierarchy for routing approvals.

   d. Indicate, in real time, where the proposal is within the workflow process to determine status and progress.

3. Describe in detail the system capabilities for processing protocols for the Institutional Review Board (IRB), Institutional Biosafety Committee (IBC), and Animal Care and Use Committees (IACUC). If the system has integrated modules, identify what modules are required to achieve the stated functionality.

   Specify the system's ability to:

   a. Provide a permissions hierarchy for routing approvals.

   b. Indicate, in real time, where the proposal is within the workflow process to determine status and progress.

4. Describe any other available functionality or modules that would support Research Compliance to include the following:

   a. Financial Conflict of Interest (FCOI).

   b. Sub-recipient review and monitoring.

   c. Responsible Conduct or Research (RCR).

5. Describe in detail data export capabilities and identify what modules, if any, are needed for stated functionality.

   Specify the system's ability to:

   a. Export of proposal budget(s) to the general ledger.

   b. Export of Foundation and Non-Profit organization proposal data to Ellucian Advance Web.

6. Describe in detail data import capabilities and identify what modules, if any, are needed for stated functionality.

   Specify the system's ability to:

   a. Import salary data from Oracle PeopleSoft Human Capital Management 9.1.

   b. Regeneration of prior proposals.

   c. Import legacy proposal and award data.

   d. Import of expenditure data for sponsored awards

   e. Import Foundation or Non-Profit organization data from Ellucian Advance Web.

7. Tracking features related to the collection of technical and progress reports and cost sharing/matching commitments.

8. Describe the use of available automated reminder functionality to include:

   a. Reminders related to missing pieces of a funding proposal.

   b. Annual renewals.

   c. Award close-out reminders.

   d. Report due reminders.

   e. IRB, IBC, or Animal Care protocol expiration reminders.

9. Describe any system archiving process, particularly any processes that would be completed at year-end.

   a. Indicate steps necessary to reactivate or clone protocols or proposals that have been archived.

   b. Describe security/versioning features to avoid overwriting of archived information.

10. Describe any additional functionality or capabilities not previously mentioned that would enhance Research Administration at James Madison University. Identify what modules, if any, are required for stated functionality.

B. <u>APPLICATION TECHNOLOGY:</u>

1. 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.

2. 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.

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

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

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

C. REPORTING:

1. Describe in detail system reporting capabilities for any offered functionality, including proposals, IRB, IBC, and IACUC. Indicate what data can selected for reporting. Differentiate and describe any differences between 'canned' reports and the ability to produce ad hoc reports. Specify the system's ability to:

   a. Allow end users (deans, department heads, etc.) to access reports for their college or academic unit.

   b. Develop ad hoc reports and any access requirements for producing ad hoc reports.

2. Describe any "Do Not Publish" functionality in the proposed system. Identify the fields that are impacted and explain the setting(s) impact on reporting.

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

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

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.

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 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).*

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

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

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

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

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

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

9. 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).*

10. 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.

11. 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.

12. 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.

13. 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.

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 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.*)

4. 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.

5. Describe auditing and logging capabilities and data. Include the information recorded with each event.

6. 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

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

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

5. 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 Date – 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 Date – 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 Date – 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 **nine (9) 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 of 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' 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 belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary

information submitted by 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 submits 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. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (DSBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (DSBSD) 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 unless no subcontracting opportunities exist.

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:

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

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 *(*Revised 8/18/15 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 an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia 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 65.2-800 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 and $2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

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

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

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

a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:

(i) Department of Small Business and Supplier Diversity (DSBSD)-certified Small Businesses: 1%, capped at $500 per order.
(ii) Businesses that are not Department of Small Business and Supplier Diversity (DSBSD)-certified Small Businesses: 1%, capped at $1,500 per order.

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

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 60 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.

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. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of $50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

Y. 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

Street or Box No.	RFP Number
City, State, Zip Code	RFP Title

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. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, *(to include government/state agencies, political subdivisions, etc.)*, cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% 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 Department of Small Business and Supplier Diversity (DSBSD)-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 DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD 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

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

P. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor assures that information and data obtained as to personal facts and circumstances related to students, faculty, and staff 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.

Q. EXCESSIVE DOWNTIME: Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of in operability. The period of in operability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than two (2) consecutive calendar days, the contractor shall promptly replace the equipment or software at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within two (2) days following the request for replacement.

R. 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.

S. RENEWAL OF MAINTENACE: 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.

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

U. 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.

V. 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.

W. 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.

X. TITLE TO SOFTWARE: By submitting a proposal, the 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.

Y. 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.

Z. 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.*

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. Contractors signed up for the Wells Fargo Bank single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at:
http://www.jmu.edu/acctgserv/expenditures/vendor_pay_methods.shtml

X. PRICING SCHEDULE

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

State 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.

Specify any associated charge card processing fees, if applicable, to be billed to the University.

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 #

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:_____

RETURN OF THIS PAGE IS REQUIRED

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 Small Business and Supplier Diversity (DSBSD)? Yes_____ No_____
If yes, certification number: _____ Certification date:_____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (DSBSD)? Yes_____ No_____
If yes, certification number: _____ Certification date:_____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (DSBSD)? Yes____ No_____
If yes, certification number: _____ Certification date:_____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (DSBSD)? 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 business enterprises in the performance of the 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.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than $3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (DSBSD) to be counted in the SWAM program. Certification applications are available through DSBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at http://www.sbsd.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	DSBSD Certification Number	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)

(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) Negotiations summary dated _____.

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

CONTRACTOR:	PURCHASING AGENCY:
By:_____	By:_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
Title:_____	Title:_____

SAMPLE