



COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract No. UCPJMU5791

This contract entered into this 4<sup>th</sup> day of June 2020, by Choice Entertainment Technologies 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 4, 2020 through June 3, 2026 with one four-year renewal option.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal FDC-1059 dated November 21, 2019:
  - (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 One, dated December 5, 2019;
  - (e) Addendum Two, dated December 11, 2019;
- (3) The Contractor's Proposal dated December 15, 2019 and the following negotiated modification to the Proposal, all of which documents are incorporated herein:
  - (a) Negotiations Summary, dated May 18, 2020;
  - (b) The JMU IT Services Addendum, dated December 15, 2019;
  - (c) Choice Entertainment Technologies License and Service Agreement;
  - (d) Choice Entertainment Technologies Sales Addendum;
  - (e) The Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form, which shall govern in conflict.

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

CONTRACTOR:

PURCHASING AGENCY:

By: Brian K. Roberts  
(Signature)

By: Doug Chester  
(Signature)

Brian K. Roberts  
(Printed Name)

Doug Chester  
(Printed Name)

Title: Senior Vice President

Title: Buyer Senior



**RFP # FDC-1059**  
**Performing Arts Ticketing System**  
**Negotiation Summary for**  
**Choice Entertainment Technologies**  
**May 18, 2020**

1. The renewal language is revised as follows:

**RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for a period of one (1) four (4) year period 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.

2. The pricing schedule shall be as follows:

| Year One                               |             |
|--|-------------|
| Service                                | Cost        |
| Annual Ongoing Maintenance and Support | \$20,000.00 |
| Annual Server Hosting                  |             |
| Annual Internet Ticketing Lease        |             |

| Year Two                               |             |
|--|-------------|
| Service                                | Cost        |
| Annual Ongoing Maintenance and Support | \$24,000.00 |
| Annual Server Hosting                  |             |
| Annual Internet Ticketing Lease        |             |

| Years Three through Six                |             |
|--|-------------|
| Service                                | Cost        |
| Annual Ongoing Maintenance and Support | \$18,900.00 |
| Annual Server Hosting                  | \$7,875.00  |
| Annual Internet Ticketing Lease        | \$7,300.00  |

3. Contractor has disclosed all potential fees. Additional charges will not be accepted.





**RFP # FDC-1059**  
**Performing Arts Ticketing System**  
**Negotiation Summary for**  
**Choice Entertainment Technologies**  
**May 18, 2020**

4. The following special term and condition is added to the contract:

**Force Majeure:** James Madison University shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of the university, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from the university that such cause has occurred, contractor agrees to directly refund all payments to the university, for services not yet performed, including any pre-paid deposits, within 14 days.

# CHOICE ENTERTAINMENT TECHNOLOGIES

## LICENSE AND SERVICES AGREEMENT

This License and Services Agreement (the “Agreement”) is made as of August 1, 2020 (the “Effective Date”), between Guaranteed Software Execution, Inc., d/b/a Choice Entertainment Technologies, 234 West 44th Street, New York, New York 10036 (“Choice”) and Commonwealth of Virginia, James Madison University, 752 Ott Street, Wine Price Building, First Floor, Suite 1023 Harrisonburg, VA 22807 (“Client”).

### **1 Overview**

By entering into this Agreement, Choice shall provide, and Client shall receive and pay for, a non-transferable, non-exclusive license, during the Term (as defined in section 4(a)), to, as more fully described in the Sales Addendum hereto, access and use Choice’s proprietary cloud-hosted and browser-based standard software program and modules (the “Software Program”) for the selling of Tickets to Events at the Venue(s), the management of Venue patron relationships, and related services as incorporated into the Software Program by Choice from time to time (collectively the Services; and “Tickets”, “Events”, and “Venue(s)” as next defined), all subject to all terms and conditions of this Agreement. “Venue”, “Venues”, and/or “Venue(s)” refers to those theatres, auditoria, and/or other venues at which Client presents Events. “Events” refers to presentations at the Venues. A “Ticket” is each form of evidence of admission for a single individual to the Venue for an Event, whether physical or electronic, available through a box office or online, as a single item or as part of a package, membership, contribution, donation, gift certificate, coupon, retail merchandise, and the like.

### **2 Use of the Services**

(a) Only Client and Client’s employees are authorized to use the Services pursuant to the license provided under section 1, unless otherwise explicitly authorized in writing by Choice.

(b) Client shall protect the Services and all information related thereto as if the same were Client’s own material, data, software, and/or information, and in all cases with no lower standard than a reasonable standard of care. Client shall not permit any individual other than those described in paragraph (a) preceding from using the Services.

(c) During the Term, Choice shall be the sole supplier of software or other services similar to the Services to Client with respect to sales of Tickets to Events at the Venue(s), patron relationship management, and/or such other services as are part of the Services; and Client shall not obtain any services similar to the Services except through Choice, nor shall Client, except through Client’s use of the Services, sell, issue, or distribute, or authorize any third party to sell, issue, or distribute, or utilize any third party platform, system, or software to sell, issue, or distribute, and Ticket or any other form of evidence of admission to the Venue(s) for any Event. Any violation of the terms of this paragraph by Client shall be considered a material breach of this Agreement; provided, however, that in the case of an emergency or other event in which, for reasons other than those under the control of Client, the Services are unavailable, then, during and until the availability of the Services is restored, Client may resort during said period to the use of an alternate software or services without violating the terms of this paragraph.

## CHOICE ENTERTAINMENT TECHNOLOGIES - LICENSE AND SERVICES AGREEMENT

(d) Choice shall have no responsibility whatsoever to provide or ensure the establishment or maintenance of any hardware or other operational equipment, programs, or standards, except as explicitly stated on the Sales Addendum hereto, and shall have no responsibility whatsoever to provide any software other than the Software Program. The foregoing category of items of which Choice is not responsible to provide includes, but is not limited to, connectivity, internet connections, firewalls, PCI compliance, browsers, JAVA applications, and the like. Client must use Mozilla Firefox or Google Chrome to access the Services, and Client understands that the use of browsers other than Mozilla Firefox or Google Chrome may cause disruption of the Services or corruption or errors of data and/or the Software Program.

(e) Client is responsible for accurately maintaining all Ticket, Event, and customer data, including but not limited to prices, taxes, fees, names, dates, availability, inventory, and codes.

(f) Client shall not, in any case whatsoever, use the Services to collect or maintain credit card information, none of which is part of the Services. Client shall at all times use all aspects of the Services only in accordance with all, and not in contravention of any, applicable laws, rules, and/or regulations of any authority having jurisdiction thereover.

(g) Each party shall establish, implement, and maintain reasonable administrative, technical, and security safeguards, procedures, and practices to prevent unauthorized access, destruction, modification, use, or disclosure of all confidential and customer information, including but not limited to personally identifiable information, collected or maintained by that party in connection with the Services and/or this Agreement, which must comply, at a minimum, with all applicable laws, regulations, and rules.

(h) Client acknowledges and agrees that, for purposes of the European Union General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016) (“GDPR”), Client is the “controller” of all customer data, and Choice is acting as a “processor” of said data on behalf of Client. To that end, Choice will (I) only process customer data in furtherance of the Services and this Agreement, or otherwise in response to Client’s instructions, and only for the Term; (II) ensure that all persons employed or engaged by Choice having access to said data for said purposes are bound to appropriate confidentiality restrictions; (III) maintain security procedures as provided in paragraph (g) preceding; (IV) not engage any third party for data processing activities except with the consent of Client and unless such third parties are bound to provisions functionally equivalent to those contained in this paragraph (Client specifically agreeing and acknowledging that Choice may engage third party providers such as Microsoft or IBM with respect to the hosting of Client or Client’s customer data); (V) assist, in a commercially reasonable manner, Client in responding to requests made pursuant to Chapter III of the GDPR; (VI) assist, in a commercially reasonable manner, Client in fulfilling Client’s obligations under Articles 32 through 36 of the GDPR; (VII) at the request of Client, return or delete all customer data upon termination of this Agreement; and (VIII) provide Client with information reasonably necessary in confirming compliance with this paragraph. In addition to the foregoing, each party is committed to the privacy principles and the supplemental principles of the EU-U.S. Privacy Shield Framework, and/or provides privacy protections consistent with, and no less stringent than, those articulated in said principles.

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(i) If Client is engaging Choice for online Ticket sales, then Client's website on which Tickets are sold shall prominently display "Powered by ChoiceCRM" and/or "Powered by Choice Entertainment Technologies" and/or similar promotional language or mark as mutually agreed in writing by Client and Choice, in all cases indicating that Tickets are being made available through the Services offered by Choice. Each party may, in the context of legitimate business or marketing discussions, disclose to a third party that Client has engaged Choice to provide the Services.

(j) If Client is engaging Choice for data conversion and/or migration of data from Client's prior ticketing solution to Choice, then Client understands and acknowledges that Choice executes all care but cannot guarantee 100% accuracy in data transferred. Data migration requires careful coordination between Client and Choice and is limited to the technical capabilities of the parties. Choice will provide Client with an import template to migrate patron names, contact data, interest (marketing) codes, and fundraising; and Client will be billed under a data migration charge that is separate from the account set-up fee, as noted in the Sales Addendum. Client is responsible for populating the template with the data to import.

### **3 Support**

During the Term of this Agreement, Client shall have phone and email access to the Choice support desk, for advice and consultation on the operation of the Services. Choice's live phone support desk services are available Monday through Friday from 8:00 a.m. to 5:00 p.m. Mountain Time, legal holidays excluded. Outside of said hours, Client may contact Choice's emergency pager support for support; and Choice will use commercially reasonable efforts to call Client back within an hour of Choice's receipt of any page.

### **4 Term**

(a) The "Term" of this Agreement is the period beginning on the Effective Date and ending on the Termination Date (as defined in paragraph (c) of this section)

(b) The "Initial Term" of this Agreement begins on August 1, 2020, the Effective Date and ends on the date that is six calendar years following.

(c) Following the Initial Term or any Renewal Term (as defined in this paragraph), this Agreement shall automatically renew for consecutive four-year periods (each such period a "Renewal Term"), unless either Client or Choice has given the other written notice in accordance with this Agreement of its intention not to renew this Agreement no more than 180 days prior to the termination of the then-occurring Initial Term or Renewal Term, and no fewer than ninety days prior to the termination of the then-occurring Initial Term or Renewal Term. If either Client or Choice has given said notice, then this Agreement shall terminate on the last day of the then-occurring Initial Term or Renewal Term (such date, the "Termination Date").



## CHOICE ENTERTAINMENT TECHNOLOGIES – LICENSE AND SERVICES AGREEMENT

(d) In the case of any termination of this Agreement prior to the end of the Term (other than a termination by Client that is expressly permitted under this Agreement or by law), the “Early Termination Fee” (as next defined) shall become immediately due and payable by Client to Choice. The “Early Termination Fee” is an amount of money equal to the number of calendar months remaining in the Term (including the calendar month of termination) multiplied by the sum of (x) if Client is paying per-ticket fees for any Services, the average monthly amount Client has paid to Choice in per-ticket fees in those months within the twelve-month period preceding the termination in which Tickets to Client’s events have been available for purchase through the Services, plus (y) if Client is paying recurring periodic fees for any Services, the monthly average of such recurring periodic fee amount.

(e) Upon termination of this Agreement, (i) any license and/or right to use Choice’s intellectual property granted to Client pursuant to this Agreement (including but not limited to the Services and/or the Software Program) shall immediately terminate; (ii) if applicable, Client shall promptly, but in no case less than three business days following termination of this Agreement, arrange for the return to Choice of any physical item leased or licensed to Client as part of the Services; (iii) all outstanding amounts owed by Client to Choice shall become immediately due and payable; (iv) other than with respect to clauses (i), (ii), and (iii) of this paragraph, and sections 6 and 7 of this Agreement (which obligations shall continue for the longest period permitted by law), all other obligations between the parties shall cease

### **5      Fees**

(a) Client shall pay Choice all fees as shown in the Sales Addendum hereto (and/or any Sales Addendum, Amended Sales Addendum, and/or Renewal Sales Addendum executed in the future).

(b) The fee stated on any Sales Addendum shall increase by five percent in each Renewal Period except year one and year 2 of the initial 6-year contract period; provided, however that any fee item shall be rounded up to the nearest \$0.05 in the context of such increase.

(c) Should any action or inaction of Client cause data damage, corruption, or similar issues with respect to the Software Program and/or any data, including customer data, handled by it, or impair in any way the performance of the Services, and should such action or inaction require remedial work by Choice to correct, then Choice may charge fees for such remedial work (whether such remedial work is successful or otherwise), in accordance with Choice’s standard fee schedule.

(d) Unless otherwise stated in any applicable Sales Addendum, all invoices for fees shall be due thirty days following transmission of the same, following which time interest may accrue at 1.5% per month or the maximum rate allowable by law, whichever is less. Non-payment of any invoice for sixty or more days shall be considered an unwarranted termination by Client of this Agreement.

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(e) Client shall be responsible for payment of any and all sales, use, amusement, admissions, and/or other taxes or charges imposed by any federal, state, city, municipal, or other taxing authority in connection with this Agreement and/or the transactions contemplated and/or made possible thereby, with the exception of taxes imposed on the net income of Choice (collectively "Taxes") and for remitting Taxes to the appropriate governmental authority. Client shall be liable for and shall hold Choice harmless for, and with respect to, any and all Taxes due to any governmental authority, including penalties and interest with respect thereto, and any and all expenses (including reasonable attorneys' fees) or damages arising out of any failure or omission of Client to timely or properly pay Taxes to any governmental authority.

### **6 Warranties; Limitations of Liability; Indemnities; and Disputes**

(a) This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of laws.

(b) Each party hereby consents and agrees that any and all disputes, claims, or controversies arising out of or related to this Agreement, or any breach or alleged breach hereof, shall be settled by arbitration. Arbitration shall (I) be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules; (II) be held before a single, neutral arbitrator; and (III) take place in New York County, New York. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof.

(c) Choice shall provide the Services with the degree of care and skill ordinarily exercised by service providers providing similar services under similar circumstances; and in all cases Choice shall comply with all applicable laws, rules, and/or regulations of any authority having jurisdiction thereover.

(d) EXCEPT FOR THE COVENANTS CONTAINED WITHIN PARAGRAPH (C) PRECEDING, CHOICE NEITHER MAKES NOR OFFERS, NOR SHALL IT BE LIABLE TO CLIENT FOR, ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PERFORMANCE OF THE SERVICES BY CLIENT. CHOICE SHALL IN NO RESPECT BE REGARDED AS A GUARANTOR WITH RESPECT TO ANY SERVICES OR WORK PRODUCT PROVIDED. OTHER THAN AS PROVIDED IN THIS SECTION, TO THE FULLEST EXTENT PERMITTED BY LAW, CHOICE IS PROVIDING ALL PRODUCTS AND SERVICES UNDER THIS AGREEMENT ON AN "AS IS" AND AN "AS AVAILABLE" BASIS AND WITHOUT ANY WARRANTY OF ANY KIND, AND CHOICE DISCLAIMS AND EXCLUDES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY OTHER SERVICE OR PRODUCT MADE AVAILABLE BY CHOICE TO CLIENT IN THE COURSE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL CONTINUOUSLY OPERATE OR BE ERROR FREE. IN ADDITION, CHOICE MAKES NO WARRANTY OR PROMISE WHATSOEVER AS TO ANY FUTURE SERVICES AND/OR ENHANCEMENTS OR UPGRADES TO THE SERVICES, THEIR FUNCTIONALITY OR FEATURES, OR, IF CHOICE DOES MAKE ENHANCEMENTS, AS TO THE SPEED IN COMPLETION OF THE SAME.

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(e) WITHOUT DEROGATION FROM THE PROVISIONS OF PARAGRAPH (D) PRECEDING AND/OR PARAGRAPH (F) FOLLOWING, (I) IN NO EVENT SHALL CHOICE BE LIABLE TO CLIENT IN ANY MANNER OR UNDER ANY THEORY OR IN ANY AMOUNT WHATSOEVER IN THE EVENT THAT CHOICE IS UNABLE TO PROVIDE OR IS DISRUPTED IN PROVIDING THE SERVICES DUE TO THE INABILITY TO ACCESS THE INTERNET OR THE UNAVAILABILITY OF THE INTERNET FOR ANY REASON OUTSIDE OF CHOICE'S IMMEDIATE CONTROL, INCLUDING BUT NOT LIMITED TO DUE TO THE FAILURE OF ONE OR MORE INTERNET SERVICE PROVIDERS AND/OR DUE TO CHOICE AND/OR ANY ENTITY WITH WHOM CHOICE WORKS OR IS AFFILIATED BEING THE TARGET OF ANY CYBER ATTACK OR OTHER CRIME; AND (II) IN THE CONTEXT OF ANY LIABILITY OF CHOICE TO CLIENT ARISING UNDER THIS AGREEMENT, THE MAXIMUM AMOUNT OF LIABILITY IN ANY AND ALL SUCH CIRCUMSTANCES SHALL IN NO EVENT EXCEED THE FEES ACTUALLY PAID BY CLIENT TO CHOICE IN THE TWELVE MONTHS PRECEDING THE IMPOSITION OF THE JUDICIAL OR ARBITRAL DECISION FINALLY DETERMINING CHOICE'S LIABILITY.

(f) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CLAIM OR IN ANY RESPECT RELATING TO THIS AGREEMENT UNDER ANY LEGAL THEORY, FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES FOR LOST PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, HOWEVER, THAT THIS LIMITATION OF LIABILITY SHALL NOT LIMIT OR RESTRICT EACH PARTY'S INDEMNITY OBLIGATIONS FOR ANY THIRD PARTY CLAIM AS SET FORTH IN PARAGRAPH (G) OF THIS SECTION.

(g) INDEMNITIES:

- (i) The term "Claims" means any and all claims, actions, liabilities, damages, losses, fines, penalties, suits at law or in equity, costs, and expenses, including attorneys' fees, asserted by any third party. The term "Indemnify" means defend, fully indemnify, and hold harmless. The term "Related Parties" means, as to either party, that Party's parent, subsidiary, and affiliate entities, and each of their directors, managers, officers, employees, representatives, and agents.
- (ii) Choice shall Indemnify Client and Client's Related Parties from and against all Claims alleging, arising out of, and/or relating to allegations, that the Services or any part thereof violate or infringe on any third party's intellectual property rights; provided, however, that no such indemnification obligation shall exist to the extent that the allegation(s) underlying the Claim (A) arise from Client's use of the Services in combination with other software, data products, processes, or materials not provided or approved for use in writing by Choice; (B) arise from modification of the Services not made or authorized in writing by Choice; (C) arise from modification of the Services made by Choice but undertaken at Client's specific direction; (D) arise from any use by Client of the Services in violation of this Agreement; and/or (E) arise from Client's

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failure to promptly implement and use, within a commercially reasonable timeframe, any corrections, enhancements, updates, or patches to the Services that are provided by Choice to Client. If Choice is unable to provide the Services because of any Claim described in this subparagraph (ii) for which Choice is obligated to Indemnify Client, then Choice shall, in Choice's discretion, (X) procure for Client the right for Client to continue to avail itself of the Services; (Y) replace or modify the Services so that Choice can provide the Services in a functionally-equivalent and non-infringing manner; or (Z) terminate this Agreement and provide Client with a pro-rated refund of pre-paid fees.

- (iii) Client shall Indemnify Choice and Choice's Related Parties from and against all Claims arising, arising out of, and/or relating to allegations, (A) that Client or any personnel or employees of Client have used the Services in any manner unauthorized under this Agreement; (B) concerning any failure or corruption or loss of effectiveness of the Services, the Software Program, or any data or information (including Client's customer data), to the extent caused by any violation of Client of any provision of section 2 hereof; and/or (C) concerning the nature, quality, or cancellation of any Events.
- (iv) An Indemnified party shall give the Indemnifying party prompt notice (not to exceed thirty sixty days) of obtaining knowledge of any Claims, which notice shall specify in reasonable detail the circumstances of such Claim; provided, however, that the failure to give timely notice shall not void the obligation to Indemnify unless the Indemnifying party can show actual prejudice. The Indemnifying party shall have the first right and obligation to control the defense and settlement of such Claim. If the Indemnifying party fails to assume defense hereunder (which defense shall be provided by counsel reasonably acceptable to the Indemnified party), the Indemnified party may defend the action in the manner it deems appropriate, and the Indemnifying party will pay to the Indemnified party all costs and expenses, including reasonable attorneys' fees, incurred by the Indemnified party in effecting such defense, in addition to any sum which the Indemnifying party may pay by reason of any settlement or judgment. This Indemnity obligation will apply regardless of whether the Indemnifying party or the Indemnified party defends the Claim. The Indemnified party shall cooperate with the Indemnifying party in the defense of any such Claim, all at the expense of the Indemnifying party.

### **7 Confidential Information and Intellectual Property**

(a) The term "Confidential Information" means all information, written or oral, disclosed directly or indirectly by the disclosing party or by any of its affiliates or representatives, through any means of communication, including by observation of the recipient party, and, in the case of Choice, includes but is not limited to, all information and technology related to the Services and/or Software Program.



## CHOICE ENTERTAINMENT TECHNOLOGIES - LICENSE AND SERVICES AGREEMENT

(b) The parties acknowledge that during the performance of this Agreement, each party may have access to certain of the other party's Confidential Information. Each party agrees (i) that all items of Confidential Information are proprietary to the disclosing party and will remain its sole property; (ii) to use Confidential Information only for the purposes described herein and only in connection with the Services; (iii) not to reproduce, reverse engineer, decompile, reverse compile, disassemble, publish, display, disclose, reveal, transmit, transfer, distribute, download, or communicate, in any electronic, digitized, or other form or media, any of the Confidential Information of the other party; (iv) to hold in confidence and protect such Confidential Information from dissemination as if it were its own; and (v) to return or destroy all Confidential Information that is in its possession upon termination or expiration of this Agreement.

(c) Notwithstanding the provisions of paragraph (b) of this section, the provisions of this section will not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed or becomes publicly available or enters the public domain through no fault of the recipient party; (ii) is rightfully communicated to the recipient party by persons not bound by confidentiality obligations with respect thereto; (iii) is already in the recipient party's possession free of any confidentiality obligations with respect thereto at the time of disclosure; or (iv) is independently developed by the recipient party without violating any of the terms of this Agreement as shown by contemporaneous records of the recipient party.

(d) Notwithstanding the provisions of paragraph (b) of this section, each party may disclose Confidential Information (i) to those of its employees who have a need to know such Confidential Information in connection with the performance of this Agreement; and (ii) to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law; provided, however, that prior to any such disclosure the disclosing party shall, unless prohibited from doing so by law or court order, provide notice to the non-disclosing party sufficient for the non-disclosing party to have a reasonable period of time to seek a protective or similar order preventing such disclosure.

(e) Except as authorized by this Agreement, neither party shall utilize or reference in any manner, or acquire under this Agreement any rights of any kind in or to, the other party's trade names, trademarks, brand names, logos, copyrights, patents, patent rights, technology, source code, object code, updates, new releases, interfaces, development materials, progress reports, user and operating manuals, training materials, documentation, other support materials, or any of the other party's other physical or intellectual property of any kind. Any and all rights not expressly granted by either party to the other party with respect to the party's physical or intellectual property and/or rights therein are reserved and all implied licenses are disclaimed.

(f) Without derogation from paragraph (e) preceding, Client specifically understands and acknowledges that the Services, the Software Program, and all of Choice's trade names, trademarks, brand names, logos, copyrights, patents, patent rights, technology, source code, object code, updates, new releases, interfaces, development materials, progress reports, user and operating manuals, training materials, documentation, and other support materials, are proprietary to Choice and at all times are and shall be the property of Choice. Any concepts related to the foregoing made known to Choice by Client, or suggested by Client to Choice, in the course of the Term, regardless of the origin, may be adopted without restriction by Choice, for the benefit of Choice, with no encumbrance of any kind whatsoever.

## CHOICE ENTERTAINMENT TECHNOLOGIES - LICENSE AND SERVICES AGREEMENT

### 8 Miscellaneous

(a) Notices: All notices, bills, invoices, or other documents required to be provided hereunder shall be in writing and shall be deemed delivered (i) if sent by overnight courier, by the date after mailing, (ii) if by hand delivery, upon actual receipt, or (iii) if by certified mail, return receipt requested and postage prepaid, on the third business day after deposit in the mails, to the addressee as follows or at such other location as such Party notifies the other pursuant to this provision:

Client: Commonwealth of Virginia  
James Madison University  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

Choice: Choice Entertainment Technologies  
234 West 44th Street  
New York, New York 10036  
Attn: Brian Roberts

with a copy to:

Choice Entertainment Technologies  
234 West 44th Street  
New York, New York 10036  
Attn: Gilbert C. Hoover, IV

(b) Force Majeure: No party shall be deemed in default of this Agreement or liable for any loss or damage to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of god, fire, natural disaster, accident, act of government, war, terrorism, security restrictions, or failure or outage of communication, power or transportation systems, grids or networks, or any other general, regional or local failure or outage of internet or telecommunications based services, or any other cause beyond the control of such party, provided that such party gives the other party written notice thereof promptly and uses its best efforts to cure the delay with the objective of restoring performance promptly after the restoration of such communications, power, transportation or other affected service.

(c) Assignment: No party may assign, delegate, transfer, or subcontract its rights or obligations under this Agreement without the other party's prior written permission; provided, however, that in the case of a party's sale of all or substantially all of its assets or ownership interests to a third party, such permission will not be unreasonably withheld.

(d) Severability: If any part of this Agreement is determined to be invalid or illegal by any court or agency of competent jurisdiction, then that part shall be limited or curtailed to the extent necessary to make such provision valid, and all other remaining terms of this Agreement shall remain in full force and effect.

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(e) Relationship of the Parties: Nothing in this Agreement shall be construed so as to cause the parties to be partners, joint venturers, employers, employees, or agents of each other. Except as specifically set forth herein, no party shall have any right, power, or authority to enter into any agreement or other commitment for, or incur any liability or obligation on behalf of, or otherwise bind the other party.

(f) Amendment: This Agreement may be modified or amended only in writing signed by both of the parties.

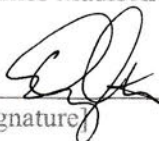
(g) Waiver: A party's failure to act hereunder shall not indicate a waiver of its rights hereto. No waiver of any provision of this Agreement shall be valid unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement or the waiver by another party of any breach of this Agreement shall not prevent any subsequent enforcement of such term and shall not be deemed a waiver of any subsequent breach.

(h) Counterparts: This Agreement may be executed in any number of counterparts, in hard copy or electronically, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(i) Entire Agreement: This Agreement, along with any Sales Addenda attached hereto and/or made in the future and specifically referencing this Agreement, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, between the parties with respect to the subject matter hereof.

### AGREED TO AND ACCEPTED:


Commonwealth of Virginia  
James Madison University

  
[signature]

Doug Chester  
[printed name]

Buyer Senior  
[title]

CHOICE ENTERTAINMENT  
TECHNOLOGIES

  
[signature] \* \* \*

Brian K. Roberts  
[printed name]

Senior Vice President  
[title]

# CHOICE ENTERTAINMENT TECHNOLOGIES

## SALES ADDENDUM

This Sales Addendum is made as of August 1, 2020, between Guaranteed Software Execution, Inc., d/b/a Choice Entertainment Technologies, 234 West 44th Street, New York, New York 10036 (“Choice”) and Commonwealth of Virginia, James Madison University, 752 Ott Street, Wine Price Building, First Floor, Suite 1023 Harrisonburg, VA 22807 (“Client”); and is appended to that License and Services Agreement between Choice and Client of August 1, 2020.

### SERVICES AND FEES

| <b>Year 1 – August 1, 2020 Through July 31, 2021</b>  |                      |
|---|----------------------|
| <b>Service</b>  | <b>Cost Per Year</b> |
| Annual Subscription Fee (includes Annual Ongoing Maintenance and Support, Annual Server Hosting, Annual Internet Ticketing Lease) | \$34,075.00          |
| Discount – First Year   | \$14,075.00          |
| <b>Total – Year 1 Annual Subscription Fee*</b>  | <b>\$20,000.00</b>   |

| <b>Year 2 – August 1, 2021 Through July 31, 2022</b>  |                      |
|---|----------------------|
| <b>Service</b>  | <b>Cost Per Year</b> |
| Annual Subscription Fee (includes Annual Ongoing Maintenance and Support, Annual Server Hosting, Annual Internet Ticketing Lease) | \$34,075.00          |
| Discount – Second Year  | \$10,075.00          |
| <b>Total – Year 2 Annual Subscription Fee*</b>  | <b>\$24,000.00</b>   |

| <b>Years 3, 4, 5 and 6 – August 1, 2022 Through July 31 (2023, 2024, 2025 and 2026)</b>   |                      |
|---|----------------------|
| <b>Service</b>  | <b>Cost Per Year</b> |
| Annual Subscription Fee (includes Annual Ongoing Maintenance and Support, Annual Server Hosting, Annual Internet Ticketing Lease) | \$34,075.00          |
| <b>Total Annual Subscription Fee*</b>   | <b>\$34,075.00</b>   |

*\*All fees, terms and conditions subject to License and Service Agreement.*

**Additional Terms (if Applicable):**




CHOICE ENTERTAINMENT TECHNOLOGIES - SALES ADDENDUM

[signatures on following page]

AGREED TO AND ACCEPTED:

Commonwealth of Virginia  
James Madison University

  
[signature]

  
[printed name]

  
[title]

CHOICE ENTERTAINMENT  
TECHNOLOGIES

  
[signature]

Brian K. Roberts  
[printed name]

Senior Vice President  
[title]



**Response to  
Request for Proposal  
For Performing Arts  
Ticketing Software System**

**RFP # FDC-1059**

Choice Entertainment Technologies  
1301 Arapahoe Street, #105  
Golden, CO 80401

December 15, 2019

Doug Chester, Buyer Senior  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

Dear Doug,

Thank you for considering Choice Entertainment Technologies ("Choice") in the University's search for a ticketing and event management provider. As your current provider, we are pleased to submit our Response to Proposal RFP # FDC-1059. After reviewing the requirements outlined, I am confident Choice can continue to meet and exceed the needs for James Madison University.

Choice Entertainment Technologies, a Shubert Organization company, helps clients throughout the U.S. with ticketing, marketing, and fundraising solutions built on the backbone of strong customer relationship management software (CRM). Our approach to implementing your solution is outlined in the remainder of this document.

In October of 2015, Choice was acquired by Shubert Ticketing, a division of The Shubert Organization, Broadway's largest theatre owner and operator, with additional venues in Boston and Philadelphia, and one of the leading forces in American theatre more than 100 years.

The integration of Shubert and Choice technologies accelerates advancements in customer relationship management, increases customized platform options for season subscription operations, and offers comprehensive fundraising tools. Both Shubert Ticketing and Choice are committed to offering the best ticketing system available with unlimited support, training, and educational resources at your fingertips.

With the full backing of The Shubert Organization, Choice will be the primary vendor and is fully responsible for the performance of this contract. We look forward to the next steps with JMU and a demonstration of the system.

Per the RFP request, the following sales have occurred in last twelve months to VASCUPP Members: JMU – \$32,430, UMW – \$12,000. eVA registration fees paid in full through July 2020 VS0000064997 – Vendor ID.

Best regards,

A handwritten signature in blue ink, appearing to read "B. Roberts", followed by a stylized flourish.

Brian Roberts  
Senior Vice President  
Choice Entertainment Technologies



# Request for Proposal

## **RFP# FDC-1059**

**Performing Arts Ticketing Software System**

**November 21, 2019**

**James Madison University will be close from  
November 25<sup>th</sup> through November 29<sup>th</sup>**





# REQUEST FOR PROPOSAL

## RFP# FDC-1059

Issue Date: November 21, 2019  
Title: Performing Arts Ticketing Software System  
Issuing Agency: Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

Original

Period of Contract: From Date of Award Through Two Years (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on 12/18/2019 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: Doug Chester, Buyer Senior, Procurement Services, [chestefd@jmu.edu](mailto:chestefd@jmu.edu); 540-568-4272; (Fax) 540-568-7935 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:

Choice Entertainment Technologies

1301 Arapahoe Street, Suite 105

Golden, CO 80401

Date: 12/15/19

Web Address:

Email: [brianr@choicecrm.com](mailto:brianr@choicecrm.com)

By:

  
(Signature in Ink)

Name: Brian Roberts

(Please Print)

Title: Senior Vice President

Phone: (714) 316-0567

Fax #: Choice does not have a fax #

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:  
Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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## Choice Entertainment Technologies Response to Statement of Needs - Section IV

### IV. STATEMENT OF NEEDS

It is anticipated that the ticketing software system should provide James Madison University with a system that allows the University to have full data ownership and full control over convenience/ customer fees and ticket prices.

The proposed system should be capable of providing features/capabilities similar to the ones outlined in Section II.

The offeror shall have available and be able to demonstrate the use and functions of the following components and/or features for a ticketing software 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:

The online ticketing software system should be web based and accessible with standard web browsers.

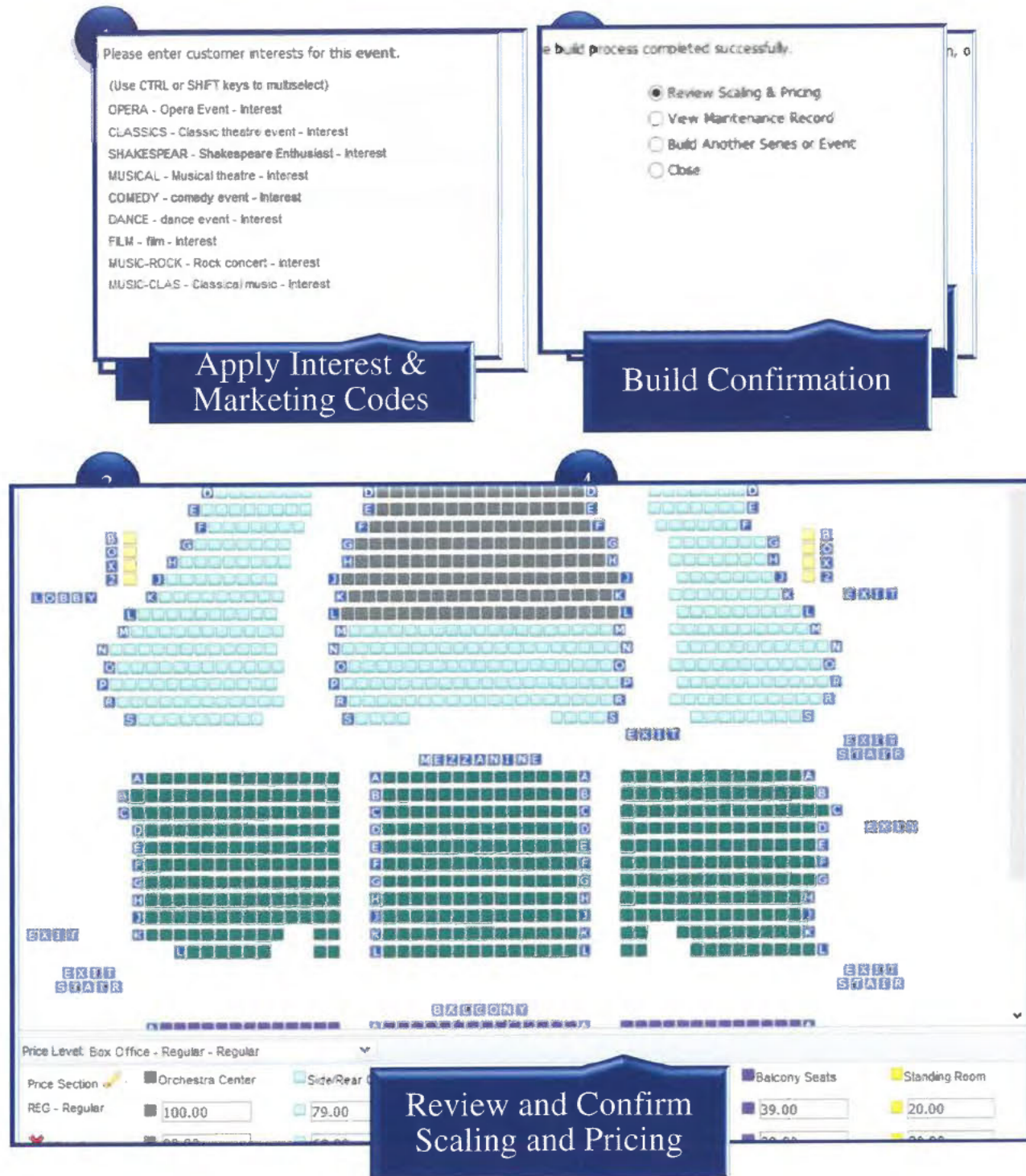
##### 1. Venue and Event Management:

Describe how system handles all aspects of venue and space-related bookings.

**Choice Answer:** Choice has an unparalleled event management system that allows for full control over your events. These features are outlined below.

#### **Event Manager Processes**

All series and events can be created by users within our Create Series and Event Wizard in the **ChoiceCRM** interface. From there, you can build completely new events, copy old ones, mix and match for a flex series, or create a renewable full series. Select seats or areas on your seat map to modify prices for all sales points within our maintenance function at any time.



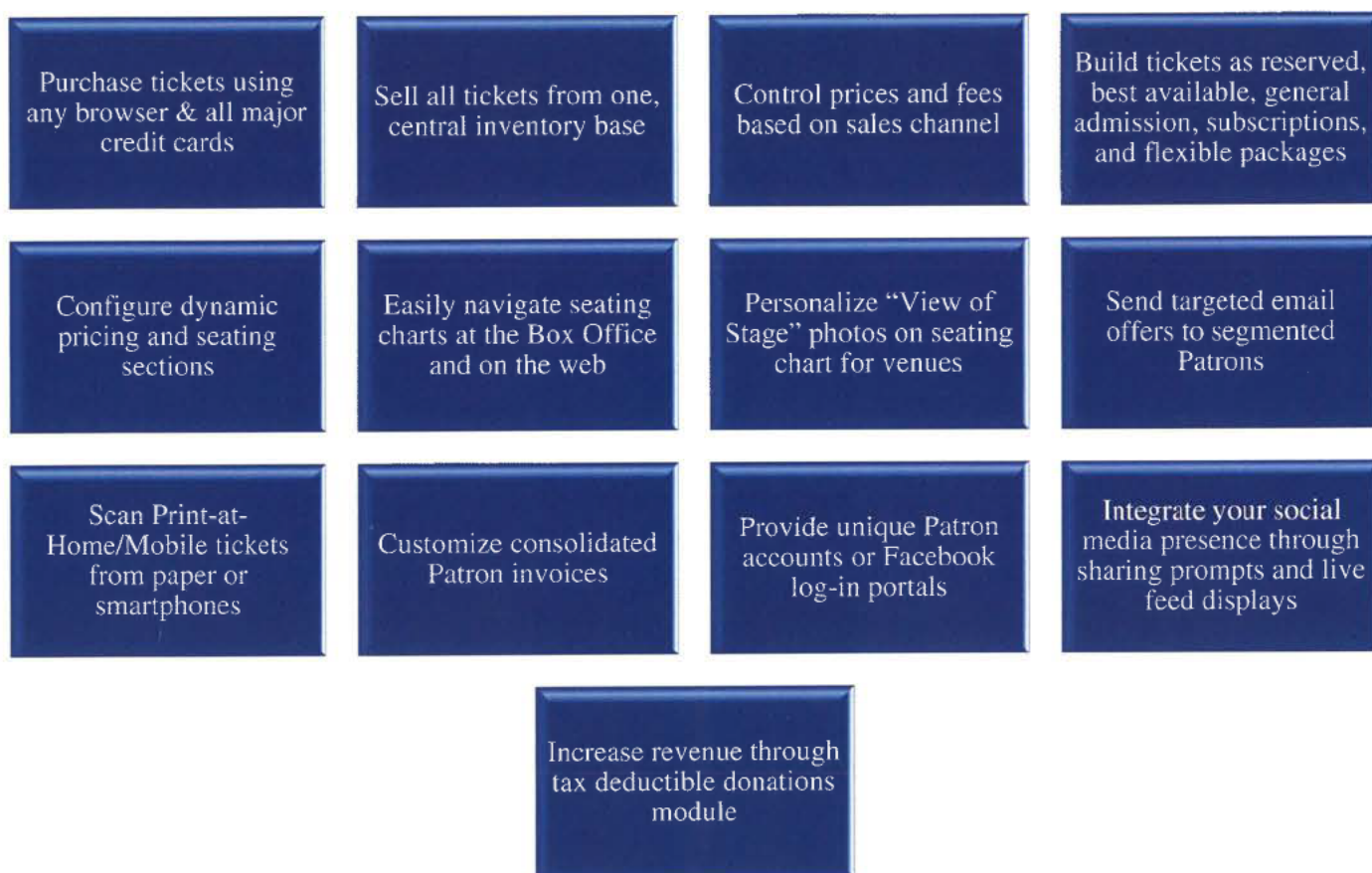
Once events are created by the staff, they can be immediately available for online sale, or scheduled to launch on a later date. Any changes that need to be made once an event is on sale online can be done by your staff and will immediately take effect. **ChoiceCRM** provides a,



“private label” integration reflecting a seamless interface designed in coordination with your website and overall branding. It will be easy for patrons to buy tickets and click back to other pages within the website.

**ChoiceCRM** is on state-of-the-art servers and the functionality handles large on sales with a sophisticated “wait room.” Patrons can select their own seats and purchase tickets to multiple events in a single transaction, in addition to adding a donation to their order. “Best Available” seating can also be configured for online sales, if preferable. Once the order is complete, the Patron is prompted to engage via social media, and receives a confirmation e-mail.

The internet ticketing option provides one of the most user-friendly online transaction systems with ability to:



View from the seat is set up as pictures within the seating map image upon creation of the venue map.

Events are listed in order of performance, but various production codes and event IDs can be used to segment the events for easy access. Series will always appear at the top of the page in alphabetical order, but that order can be customized.

## EASTERN HILLS CENTER FOR THE ARTS

TICKETS ▾ CALENDAR GIVE JOIN SIGN UP

### Select Seats

Select Another Event

**Step 2** Select seats from the map and then Check Out

**Dear Evan Hansen**  
Mon 3/15/2020 8:00 PM  
Dupont Theatre

The musical has its origins in an incident that took place during Pasers high school years at Friends Central School. The musical takes the notion of a teenager, Evan Hansen, who invents an important role for himself in a tragedy that he did not earn.

**STAGE**

LEFT ORCH ORCHESTRA RIGHT ORCH

LEFT MEZZ MEZZANINE RIGHT MEZZ

LEFT BALCONY BALCONY RIGHT BALCONY

**Price Section**

|           |           |
|-----------|-----------|
| VIP       | Reg Price |
| Orchestra | \$60.00   |
| Mezzanine | \$54.00   |
| Balcony   | \$48.00   |
|           | \$43.74   |

**Section: Right Mezzanine**

Dupont Theatre

LOBBY EXIT

"View from Seat" pictures display when Patrons hover over seating section



Included in event management, an organization can manage venues and spaces. The system can create contracts, quotes, and invoices that can be generated and stored on patron records within the CRM.

| QUOTES |                |                     |             |             |               |      |
|--------|----------------|---------------------|-------------|-------------|---------------|------|
| Num    | Title          | Account             | Grand Total | Valid Until | User          |      |
| 5      | Wedding Rental |                     | \$3,600.00  | 10/23/2019  | Laura Bauritz | Full |
| 1      | Venue Rental   | Columbia University | \$14,900.00 | 01/09/2019  | Brian Roberts | Full |

| CONTRACTS             |                     |                |             |                  |  |
|-----------------------|---------------------|----------------|-------------|------------------|--|
| Contract Title        | Account             | Contract Value | Status      | Contract Manager |  |
| Columbia Venue Rental | Columbia University | \$1,700.00     | In Progress | Brian Roberts    |  |
| Columbia Venue Rental | Columbia University | \$2,700.00     | Not Started | Brian Roberts    |  |
| Columbia Venue Rental | Columbia University | \$297.50       | Signed      | Sarah Hutton     |  |

| INVOICES |                |                     |             |        |
|----------|----------------|---------------------|-------------|--------|
| Num      | Title          | Account             | Grand Total | Status |
| 4        | Wedding Rental |                     | \$3,600.00  | Unpaid |
| 1        | Venue Rental   | Columbia University | \$297.50    | Unpaid |

Quotes, Invoices, and Contracts can be seen on the Customer Record.

Products and services can be used to generate the contracts, quotes, or invoices.

LINE ITEMS

Currency: US Dollar: \$

Line Items:

Group Name: Facility Staff

| Quantity            | Product  | Part Periods | List     | Discount | Pct | Sale Price | Tax Amount |    | Total    |
|---------------------|----------|--------------|----------|----------|-----|------------|------------|----|----------|
| 1                   | Security |              | 2,000.00 | 15       | Pct | 2,125.00   | 0.00       | 0% | 2,125.00 |
| Description:        |          |              |          |          |     |            |            |    |          |
| Event Security      |          |              |          |          |     |            |            |    |          |
| Note:               |          |              |          |          |     |            |            |    |          |
| Non-Profit Discount |          |              |          |          |     |            |            |    |          |

| Service:             | List     | Discount | Pct | Sale Price | Tax Amount |    | Total    |
|----------------------|----------|----------|-----|------------|------------|----|----------|
| 4 staff for 30 hours | 1,250.00 | 15.00    | Pct | 1,062.50   | 0.00       | 0% | 1,062.50 |

ADD PRODUCT LINE

ADD SERVICE LINE

Total:

3,750.00

Discount:

-562.50

Subtotal:

3,187.50

Tax:

0.00

Group Total:

3,187.50

Add any discounts by percent or amount.

Add any discounts by percent or amount.

Once a contract or invoice is created, an organization can generate a print PDF or email version to be given to patrons.

Template editors allow you easily make the format best suited to your organization.

## Venue Rental Contract

Eastern Hills Center for the Arts  
1200 28th Street  
Boulder, Colorado 80303

### Prepared For

Ralph Lauren Corporation  
625 Madison Avenue  
New York  
NY 10022

This contract for the rental of the Eastern Hills Center for the Arts and the Eastern Hills Center for the Arts, the Owner, and Ralph Lauren Corporation.

Whereas, the Renter desires to rent the Eastern Hills Center for the Arts, the Owner, and Ralph Lauren Corporation.

Whereas, the Owner agrees to the rental of the Eastern Hills Center for the Arts, the Owner, and Ralph Lauren Corporation.

Now, therefore, the parties agree to the following terms and conditions:

1. The Renter shall pay to the Owner the sum of \$14,920.00 for the rental of the Eastern Hills Center for the Arts, the Owner, and Ralph Lauren Corporation.



Eastern Hills  
Center for the Arts

## Venue Rental Quote

Eastern Hills Center for the Arts  
1200 28th Street  
Boulder, Colorado 80303

### Prepared For

Ross Geller  
116th and Broadway  
New York  
NY 10027

Quote Number: 1

Date Created:

01/09/2019 02:32pm

Valid Until: 02/09/2019

### Facility

| Quantity             | Product           | List     | Discount | Sale Price | Tax | Total            |
|----------------------|-------------------|----------|----------|------------|-----|------------------|
| 3                    | Facility Rental   | 4,000.00 |          | 4,000.00   | 5%  | 12,000.00        |
| 1                    | Light Board Usage | 750.00   |          | 750.00     | 0%  | 750.00           |
| 3 staff for 10 hours |                   | 1,000.00 | 15%      | 850.00     | 0%  | 850.00           |
| <b>Total</b>         |                   |          |          |            |     | <b>14,200.00</b> |

### FOH

| Quantity     | Product              | List   | Discount | Sale Price | Tax | Total         |
|--------------|----------------------|--------|----------|------------|-----|---------------|
| 3            | Front of House Staff | 300.00 | 20%      | 240.00     | 0%  | 720.00        |
| <b>Total</b> |                      |        |          |            |     | <b>720.00</b> |

Tax: 600.00

**Grand Total: 14,920.00**

## 2. Box Office/Ticketing:

Describe ticketing, subscription and box office operations, including seating and pricing flexibility.

- a. Detail both single and season ticket processes, including, but not limited to selling of tickets, handling of payments, renewal procedures for flex and set season tickets, exchanges (single & season), refunds, Patron accounts and history, methods to track complimentary tickets, event setup and modification (including seating manifests, ticket types, ticket layout, etc.), group sales, season tickets/renewals, printing of invoices, purchasing of gift certificates and merchandise, barcode scanning, etc.

**Choice Answer:** The Choice Cart allows operators the ability to process ticketing, fundraising, membership, merchandise, and volunteer transactions using a single shopping cart while providing a great deal of flexibility to process many different types of orders using one familiar interface. The Choice Cart will give the operator the ability to interact with the customer on the phone or at the window, add and subtract items from the cart at will and then review the order at the end of the sale transaction to ensure accuracy and customer satisfaction. Whilst this sounds simple, many ticketing applications don't offer a shopping cart as sophisticated at the point of sale.

The Choice Cart is extremely flexible and the easy-to-use transaction processing module allows an operator to manage any and all patron purchases in a single financial transaction.

The Choice Cart provides a full range of ticketing functions from basic general admission seating to complex season ticketing. At the core of the **ChoiceCRM** system is the patron record, complete with detailed information integrating all transactions from, "touch point" to financial. The patron record includes standard name and address data, as well as an integrated array of auto-recorded interest and demographic codes. All core customer data can be used to search and create specific lists and tables for sales and marketing purposes.

### **Flex Renewal Process:**

To begin the flex renewal process, run a report of those who purchased flex tickets and use that to send out appropriate mailers for renewal. Since flex series allow for extreme flexibility in the purchasing process, renewals should be handled on a patron by patron basis.

### **Set Season Renewals:**

Full season renewals are within a single venue and easy to renew. Full season renewals can be transferred from season to season using available season renewal tools. This allows patrons to have the same seats from year to year. Renewal letters can be auto generated from the system and printed as needed. Patrons can use the renewal login to access the seats they have in renewal status in order to renew online or it can be done in the box office with the renewal option in the Choice Cart. After the renewal period has ended, seats not renewed can be opened for general sale.

### Single and Series Ticket Normal Sale Process:



Select the event or series using a list or the Calendar View



If selecting a flex series, select the appropriate events



Select seats or select discount and price section if selling general admission or best available seating



Add additional items, change discounts and checkout or select quick cash sale to finish the sale immediately



Select the patron or create a new patron record



Take payment; can have up to 30 custom payment types



Take advertising information, email receipts, and finish the sale



The sale will appear in the patron's transaction history, along with sale information. This full information also appears in most sales reports

### Complimentary Tickets:

Complimentary tickets can be done during a ticket sale by anyone with the correct User permissions. This process is the same as a normal ticket sale. Complimentary tickets appear as no charge in the system and can be easily tracked in ticket reporting transaction logs, which also show the user who issued the complimentary ticket. Complimentary tickets also appear in event



reports for ease of tracking.

### Group Sales:

Group sales are created in a similar procedure to single ticket sales. Group sales are done in events through the Choice Cart. Using the included lasso feature, a user can select multiple seats at the same time all with the group sales seat type. If complimentary tickets are given with a group sale, they can be selected in the same transaction. Seats can be kept in an unpaid status until payment is taken. Deposits can be attached to events for use in the group sale. Any sales in an unsold capacity can be placed onto a customizable invoice that can be branded to the organization. These invoices can be printed or set to PDF for email.

ChoiceCRM


TICKETING | INVOICE | VIEW

✎ ↔ ↗ 🖨 🔍

INVOICE

**Eastern Hills Center for the Arts**  
1200 28th Street  
Boulder CO, 80303

**Jennifer Bell**  
1200 Login Contact  
Manassas DE, 20109  
[jenniferbe@choicecrm.com](mailto:jenniferbe@choicecrm.com)



**Eastern  
Hills**

Pay to: Big Time Productions, LLC 189 Expressway Lane, Branson, MO 65616

**Invoice ID:** 12

**Date Created:** Jul 11, 2017

**Status:** Due Upon Request

**Total:** \$56.28

**Received:** \$0.00

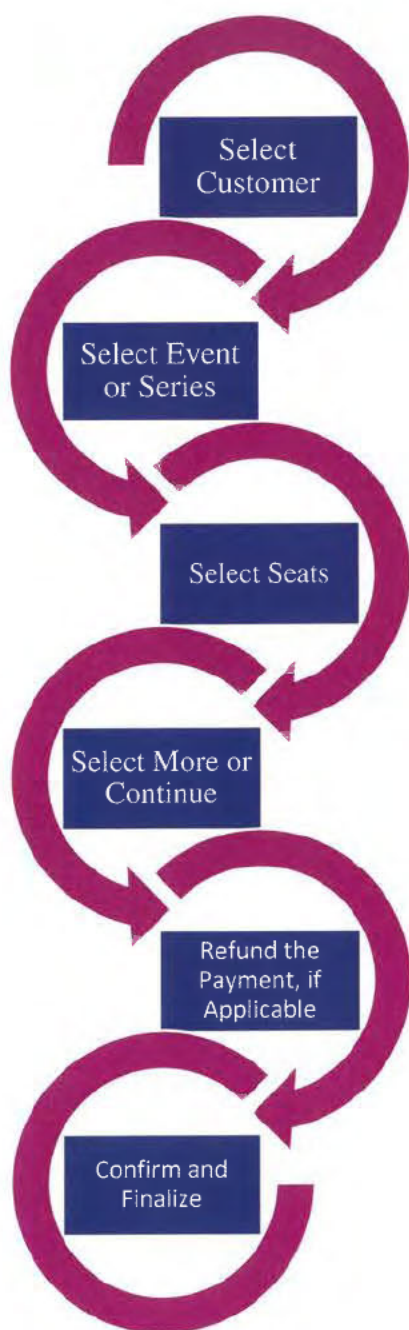
**Due:** \$56.28

| ORDER   | DATE             | PURCHASER   | EVENTS                    | EVENT DATES      | TICKETS | TOTAL   | PAID   |
|---------|------------------|-------------|---------------------------|------------------|---------|---------|--------|
| 0000492 | 7/11/17, 9:15 AM | Jack Geller | Presleys' Country Jubilee | 10/1/17, 8:00 PM | 2       | \$56.28 | \$0.00 |

Invoices can show different levels of detail on the invoice as required

### Refunds and Exchanges:

Refunds are handled similar to a ticket sale in the system.



Select the Customer of which you will refund or exchange. You can look at the Transaction history of the customer in the search

A list of events and series that are available for refund or exchange. Select the appropriate event or series.

The seats will appear in red and bounce, select the seats to refund or exchange.

If exchanging, select the event to be exchanged. If it is a refund, continue to the refund page. Fees are available for exchange or refund.

Any amount available for refund will appear and can be refunded. Credit on account is an available option that would allow a customer to use the funds at a future time. If refunding a credit card, select the transaction for refund.

Finalize the refund or exchange. New tickets will print if applicable. If a credit card is refunded, finish the refund with the payment processor.



### Event Setup and Modification:

Event setup and modification allows for complete customization in the system. A walkthrough of event creation can be seen in question 1a. After an event is created most aspects of the event can be modified. Using the event and series manager, a user can add event images, add or change event description, change event dates, etc. This menu is also be used to place an event on sale online.

Users can adjust venue price scaling down to the individual seat level at any time. The system also includes specific reporting by price so producers can see ticket sales by the amount that was paid per ticket. Change prices down to the individual seat or move seats to different price groups at any time. In Choice, it is easy to report on the sold price of tickets using sold/price type. The venue can set prices, discounts, and house scaling on each individual series and event using the Series and Event Build wizard. Scaling and pricing can be adjusted as needed even after tickets are on sale, easily accommodating the example of adding a new pricing section. The venue can set as many discount codes (i.e. senior, student, military, etc.) per series as necessary and decide if they are available online, at the box office, by mail, phone, and or other channels.

### Ticket Layout:

ChoiceCRM can customize the format of a ticket to fit the needs of the client. Every ticket type has specific optional fields that may be added to a ticket. Some of these fields include, location, section, and aisle. ChoiceCRM has 16 fonts to choose from. Mobile tickets can have banner and "coupon" sections in which a client may add event information, branding, or marketing materials. The information that appears on the ticket can be set in the event creation and can be modified in event maintenance.

**Barcode Scanning:**

Using the Choice access control app, Choice gives real-time ticket validation. ChoiceCRM provides access control for mobile, paper, and print-at-home tickets with a barcode. All tickets can be scanned using a handheld device (iOS device with LineaPro scanning sleeve). To scan mobile tickets, JMU will download the Choice Ticketing Scanning App on their iOS devices and scan using the camera. In cases where no Wi-Fi is available, tickets can be scanned on an iPhone (using cellular data).

**Gift Certificates and Merchandise:**

Currently gift cards are available for purchase by phone or at the box office. Users may have the ability to pre-program set amounts (i.e. \$25, \$50, etc.) or type in any amount (i.e. \$79.99). The purchaser can craft a custom message. While a workaround is available to sell gift certificates online (by creating a “gift certificate event”), future development seeks to expand gift certificate functionality for online sales and usage.

At this time expiration dates are not tracked in the ChoiceCRM system, but an expiration date notification can be added to a gift certificate.

While shopping, patrons can add/remove events or seats, and/or add a donation to their order prior to check out. Merchandise is not currently available for online purchase, but can be sold along with tickets, subscriptions, gift certificates, and donations.

**Patron Accounts and History:**

Patron Accounts and history described in section 3a.

- b. Describe in detail the data collected on a purchaser.

**Choice Answer:** Details collected on a purchaser vary from organization to organization. In the box office and with the use of the CRM, an organization can collect as much or as little detail about a ticket purchaser as preferred. Additional fields can be added into the CRM to handle non-standard and/or specific information as needed. For a standard transaction, one in which you are taking personally identifiable information, venues usually take first name, last name, email, phone number, and address information. For online sales, personally identifiable information is required, with the minimum being first name, last name, email, phone number, and address information.

Credit card information is not stored within the Choice system. The only credit card information retained is an approval reference code sent back by the provider.

Pixel tracking for online sales is available through Google Tag Manager and is controlled by the client, so any information retained through the use is set by the client.

- c. Describe all reports in detail, including daily summary reports and how reporting works for the secondary box offices/other.

**Choice Answer:** Reporting is a core strength of **ChoiceCRM**. Due to our history within the industry, **ChoiceCRM** has developed **more than 130 standard reports**. Standard reports are printable and are viewable on screen and can be downloaded in PDF, XLS, CSV, RTF formats. For ease of use, users can e-mail, schedule, and/or print reports in addition to turning the data into helpful graphs and charts (example below), viewable on screen or also available for download. In addition to standard reporting, **ChoiceCRM** provides flexibility with its custom “Ad Hoc” reports that use inclusion and exclusion logic across an extensive list of variables. The reporting suite includes a detailed event audit.

**Sales Reports** – Reports can be run on many data points including but not limited to, time, location, date, and number of series or events. All standard reports allow organizations to segment by location (in-house, internet, phone orders and total sales) and/or sales by workstation or by user.

Sales are best reported using event sales reports or period sales reports (both detailed below). Additional standard reports include series sales reports (subscriptions), group sales reports, single ticket sales reports, renewal reports, sales history reports, sales by day reports, and gift certificate reports.

#### Event Sales Reports

Provides the ability to report on any segmentation of sales activity, including subscription and single ticket sales transactions, with a series of reports that provide detailed analytics about your selection.

#### Period Sales Reports

Provides the reconciliation tools to review sales activities based on a period of time. The operator may select a distinct period range, or a single event or group of events to query.

| Event Detail Report                          |      |        |       |            |                 |
|--|------|--------|-------|------------|-----------------|
| By Seat Status Code<br>Records For All Dates |      |        |       |            |                 |
| Report Date: 06/13/17 5:52 PM                |      |        |       |            |                 |
| Summary PDF XLS XML CSV RTF Print            |      |        |       |            |                 |
| Seat Status                                  | Sold | Unsold | Kills | Sales      | Available Sales |
| (R) Renewal                                  | 0    | 220    | 0     | \$0.00     | \$41,900.00     |
| (S) Series/Same                              | 37   | 0      | 0     | \$5,390.00 | \$0.00          |
| (B) Series/Better                            | 40   | 0      | 0     | \$5,620.00 | \$0.00          |
| (N) Series/New                               | 31   | 0      | 0     | \$4,900.00 | \$0.00          |
| (K) Series/Flex                              | 3    | 0      | 0     | \$0.00     | \$0.00          |
| (X) Single                                   | 12   | 0      | 0     | \$0.00     | \$0.00          |
| (I) Internet                                 | 0    | 0      | 0     | \$0.00     | \$0.00          |
| (G) Group                                    | 0    | 0      | 0     | \$0.00     | \$0.00          |
| (E) Series Exchange                          | 0    | 0      | 0     | \$0.00     | \$0.00          |
| (P) Complimentary                            | 0    | 0      | 0     | \$0.00     | \$0.00          |
| (C) Consignment                              | 0    | 0      | 0     | \$0.00     | \$0.00          |
| (H) Hold                                     | 0    | 0      | 0     | \$0.00     | \$0.00          |
| (Z) Kills                                    | 0    | 0      | 0     | \$0.00     | \$0.00          |
| ( ) Available for Sale                       | 0    | 90     | 0     | \$0.00     | \$0.00          |

Real-time sales and inventory can be viewed mid-transaction for box office staff without ever leaving the sale.



## Ticketing | Event | Audit

All Users All Locations  
Three Tall Women 11/20/2019 8:00 PM  
Generated at 11/20/19 9:43 AM

### Summary

| ID      | NAME             | DATE         | TIME    | SOLD | SOLD % | CAPACITY | AVAILABLE | AVAILABLE % |
|---------|------------------|--------------|---------|------|--------|----------|-----------|-------------|
| S35 E10 | Three Tall Women | Wed 11/20/19 | 8:00 PM | 412  | 32.26% | 1277     | 848       | 66.41%      |
| Total   |                  |              |         | 412  |        | 1277     | 848       |             |

### Summary (Continued)

| ID      | NAME             | DATE         | TIME    | REVENUE     | POTENTIAL REVENUE | COMPS | COMMITMENTS | NOSES | FILLS |
|---------|------------------|--------------|---------|-------------|-------------------|-------|-------------|-------|-------|
| S35 E10 | Three Tall Women | Wed 11/20/19 | 8:00 PM | \$12,214.97 | \$30,228.00       | 17    | 0           | 0     | 0     |
| Total   |                  |              |         | \$12,214.97 | \$30,228.00       | 17    | 0           | 0     | 0     |

### A/R

|                     | BOX OFFICE |         | INTERNET |         | TOTAL    |         |
|---------------------|------------|---------|----------|---------|----------|---------|
|                     | QUANTITY   | REVENUE | QUANTITY | REVENUE | QUANTITY | REVENUE |
| Event Ticket        | 0          | \$0.00  | 0        | \$0.00  | 0        | \$0.00  |
| Fee                 | 0          | \$0.00  | 0        | \$0.00  | 0        | \$0.00  |
| Series Subscription | 0          | \$0.00  | 0        | \$0.00  | 0        | \$0.00  |
| Total               | 0          | \$0.00  | 0        | \$0.00  | 0        | \$0.00  |

### Payments

| PAYMENT TYPE         | BOX OFFICE  | INTERNET | TOTAL      |
|----------------------|-------------|----------|------------|
| MasterCard           | \$2,118.00  | \$0.00   | \$2,118.00 |
| Visa                 | \$81.55     | \$158.80 | \$240.35   |
| Credit Card Subtotal | \$2,199.55  | \$158.80 | \$2,358.35 |
| AR                   | \$0.00      | \$0.00   | \$0.00     |
| Cash                 | \$7,078.80  | \$0.00   | \$7,078.80 |
| Check                | \$2,777.82  | \$0.00   |            |
| All Others Subtotal  | \$9,856.62  | \$0.00   |            |
| Total                | \$12,056.17 | \$158.80 |            |

Audit Reports  
break out sales  
by ticket  
numbers as well  
as revenue

Event Audit Report

Choice Report Viewer

Schedule Reports Run Report

Ticketing Development Membership Volunteer Classes

Ticketing Reports

- Period Sales Reports
- Event Sales Reports
  - Summary
  - Seat Status Code
  - By Price Section
    - Event
    - Event / Seat Status
    - Price Group
    - By Discount Code
    - By Advertising Source
    - By Zip Code
    - By Payment Type
    - By Payment Type / Sales Location
- Series Sales Reports
- Group Sales Reports
- Single Ticket Sales Reports
- Flex Series Sales Reports
- Attendance Sales Reports
- Seat Reports
- Gift Certificate Reports
- Accounts Receivable Report
- Outstanding Credits
- Outstanding Deposits

Source: All Locations

User: All

All Records: ☒

Start: 06/13/2017 mm/dd/yyyy 11:00:00 AM

End: 06/13/2017 mm/dd/yyyy 11:00:00 AM

| Unique ID                                    | Event/Series Name                               | Date                   | Venue |
|--|---|------------------------|-------|
| <input type="checkbox"/> S310:E4             | The Curious Incident of the Dog in the Night... | Tue 11-12-2019 8:00 PM |       |
| <input type="checkbox"/> S310:E5             | Hand to God                                     | Wed 11-13-2019 8:00 PM |       |
| <input checked="" type="checkbox"/> S310:E6  | Chicago   | Thu 11-14-2019 8:00 PM |       |
| <input checked="" type="checkbox"/> S310:E7  | Misery  | Sat 11-16-2019 8:00 PM |       |
| <input checked="" type="checkbox"/> S310:E8  | Sylvia  | Sun 11-17-2019 8:00 PM |       |
| <input checked="" type="checkbox"/> S310:E9  | China Doll                                      | Mon 11-18-2019 8:00 PM |       |
| <input checked="" type="checkbox"/> S310:E10 |   |                        |       |
| <input type="checkbox"/> S0:E1157            |   |                        |       |
| <input checked="" type="checkbox"/> S0:E1158 |   |                        |       |

Commonly used ChoiceCRM Reports can be exported into graphs all within the ticketing and reporting portal

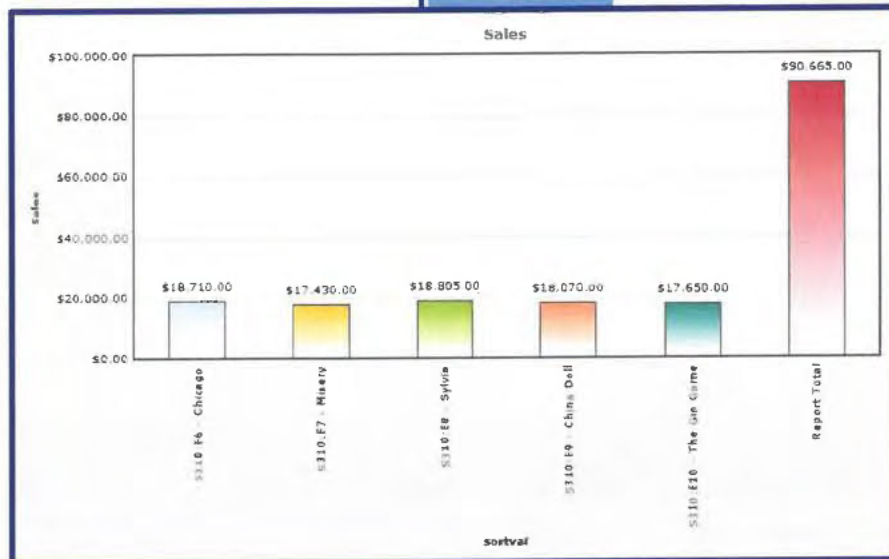
Event Detail Report

By Price Section  
All Records

Report Date: 06/13/17 5:25 PM

Exit PDF XLS XML CSV Print Charts/options Settings Detail

| Events                  | Sold | Unsold | Kills | Sales          | Available Sales | Attended(Sum) | Attended Sales(Sum) |
|-------------------------|------|--------|-------|----------------|-----------------|---------------|---------------------|
| S310:E6 - Chicago       | 124  | 1,149  | 4     | \$18,710.00    | \$219,780.00    | 0             | \$0.00              |
| S310:E7 - Misery        | 117  | 1,156  | 4     | \$17,430.00    | \$221,520.00    | 0             | \$0.00              |
| S310:E8 - Sylvia        | 123  | 1,150  | 4     | \$18,805.00    | \$219,950.00    | 0             | \$0.00              |
| S310:E9 - China Doll    | 118  | 1,155  | 4     | \$18,070.00    | \$220,920.00    | 0             | \$0.00              |
| S310:E10 - The Gin Game | 118  | 1,155  | 4     | \$17,650.00    | \$220,920.00    | 0             | \$0.00              |
|                         |      |        |       | \$1,103,090.00 |                 | 0             | \$0.00              |



**Reconciliation, Settlement Reports, Separating Sales – ChoiceCRM** offers several ways to pull reports based on the variables requested. Period sales reports can be generated based any length of time: daily, weekly, monthly, and yearly. Separate time periods can be pulled and sales may be compared from one week to another. Organizations may also pull reports based on all sales, a particular event or series, the sales source (phone, box office, internet), and based on a specific user (including internet sales). These variables can be combined to retrieve the specific data needed. All reports should be checked against payment gateway at the end of day. For separating sales by venue, Choice’s reporting suite allows clients to select all shows that play in a particular venue and report on them separately from another venue.

The screenshots show the 'Choice Report Viewer' application with various report filters and a data table.

**Top Screenshot:** Shows the 'Ticketing Reports' section with 'Period Sales Reports' selected. The 'Source' dropdown is set to 'All Locations'.

**Middle Screenshot:** Shows the 'Sales By Day' section with 'Event Sales By Day' selected. The 'Start' date is 05/07/2017 and the 'End' date is 06/07/2017.

**Bottom Screenshot:** Shows a data table with columns: Unique ID, Event/Series Name, and Venue.

| Unique ID                                    | Event/Series Name        | Venue              |
|--|--------------------------|--------------------|
| S297:E14                                     | Richard III and Henry IV | Benedict Studio    |
| <input checked="" type="checkbox"/> S299:E0  | Irish                    | Chuck Green Studio |
| <input checked="" type="checkbox"/> S299:E8  | Hip Hop                  | Chuck Green Studio |
| <input checked="" type="checkbox"/> S299:E10 | Step                     | Chuck Green Studio |
| <input type="checkbox"/> S295:E3             | Othello Abridged         | Guildenstern Stage |
| <input type="checkbox"/> S295:E6             | Julius Caesar Abridged   | Guildenstern Stage |
| <input type="checkbox"/> S295:E7             | King Lear Abridged       | Guildenstern Stage |
| <input type="checkbox"/> S295:E9             | Coriolanus Abridged      | Guildenstern Stage |



**Variable Inclusion/Exclusion Reporting** - ChoiceCRM makes it easy to get the right data for the right occasion with Ad Hoc customized reporting. Choose from **more than 60 variables**, with inclusion and exclusion options, to report on events, donations, memberships and/or a demographic information. These reports allow for patron demographic information (like zip code) to be layered with ticket buying data to build solid custom segments for improved marketing initiatives and, as mentioned in above, report criteria can be saved for future use. Exports are available in .csv or Avery mailing label formats.

The screenshot shows the 'Ad-Hoc Reports' window in ChoiceCRM. The 'Data Elements' pane on the left lists various fields, with 'Seat Status Code' highlighted. The 'Query Selections' pane on the right shows two queries for 'Ticketing - Event'. The first query is an 'And' query with two selections: 'S0 E1131 Otello' and 'S0 E1132 Twelfth Night'. The second query is a 'Not' query with two selections: 'S0 E1165 Great Expectations' and 'S0 E1167 Romeo and Juliet'. Arrows indicate the flow from the 'Data Elements' pane to the 'Query Selections' pane.

| Unique ID | Event/Series Name    | Date           |
|-----------|----------------------|----------------|
| S0 E1131  | Otello               | Thu 07-07-201  |
| S0 E1132  | Twelfth Night        | Tue 02-24-201  |
| S0 E1133  | Beginner Jazz Dance  | Sun 03-01-201  |
| S0 E1144  | Config Layout Event  | Fri 08-17-2016 |
| S0 E1145  | Class                | Wed 07-08-201  |
| S0 E1157  | Package Map          | Fri 11-06-2015 |
| S0 E1158  | Performance Name     | Fri 11-06-2015 |
| S0 E1159  | Phantom of the Opera | Mon 11-16-201  |
| S0 E1160  | A Name               | Mon 11-16-201  |
| S0 E1165  | Great Expectations   | Wed 11-30-201  |
| S0 E1167  | Romeo and Juliet     | Thu 09-27-201  |
| S0 E1168  | Chicago              | Mon 12-31-201  |
| S0 E1169  | Film 1               | Fri 01-13-2017 |
| S0 E1170  | Film 2               | Sat 01-14-2017 |
| S0 E1171  | Film 3               | Sun 01-15-2017 |
| S0 E1172  | Film Home            | Thu 01-25-2017 |

*Search for customers who bought tickets to one show, but not for another*

**Marketing Reports – ChoiceCRM** allows for the creation of reports of accumulated marketing information. Marketing (or interest) codes are created by the venue and attached to a series or event when they are created. When a patron purchases a series or event, the marketing codes on that event also become associated with their customer record. For example, all comedy buyers will be tagged with a COMEDY tag for future marketing segmentation.

Exporting Data  
Options  
Dropdown

Ad-Hoc Reports

New Load Save Delete Refresh Database

Report Type: Summary

Output Type: CSV file

Execute

Data Elements

- Ad Hoc
  - Data Elements
    - Contacts
      - Name
      - City
      - State
      - Zip
      - Discrete Zips
    - Interest Codes
      - Ticketing
      - Development
      - Membership
      - Volunteer
    - Group Codes
      - Do Not Mail Flag
      - Do Not Email Flag
      - Do Not Phone Flag
      - Date Entered
      - Has Email Address
    - Ticketing
    - Development
    - Membership
    - Volunteer
  - Query Flow

Query Selections

And

From: 10001 To: 10036

Interest Codes - Ticketing

And

Any Selected

- Interest Codes - undefined -
  - ACAPEL - Acapella groups
  - ANIMFLM - Animation Film
  - BALLET - Ballet Dance
  - BAND - Band Events
  - BROADWAY - Broadway Shows
  - BGRASS - Bluegrass bands
  - BRASS - Brass Ensembles / concerts
  - CELTIC - Irish / Celtic Shows
  - CHORAL - Choral Music
  - CIRQUE - Cirque Events

Interest Codes - Ticketing

Not

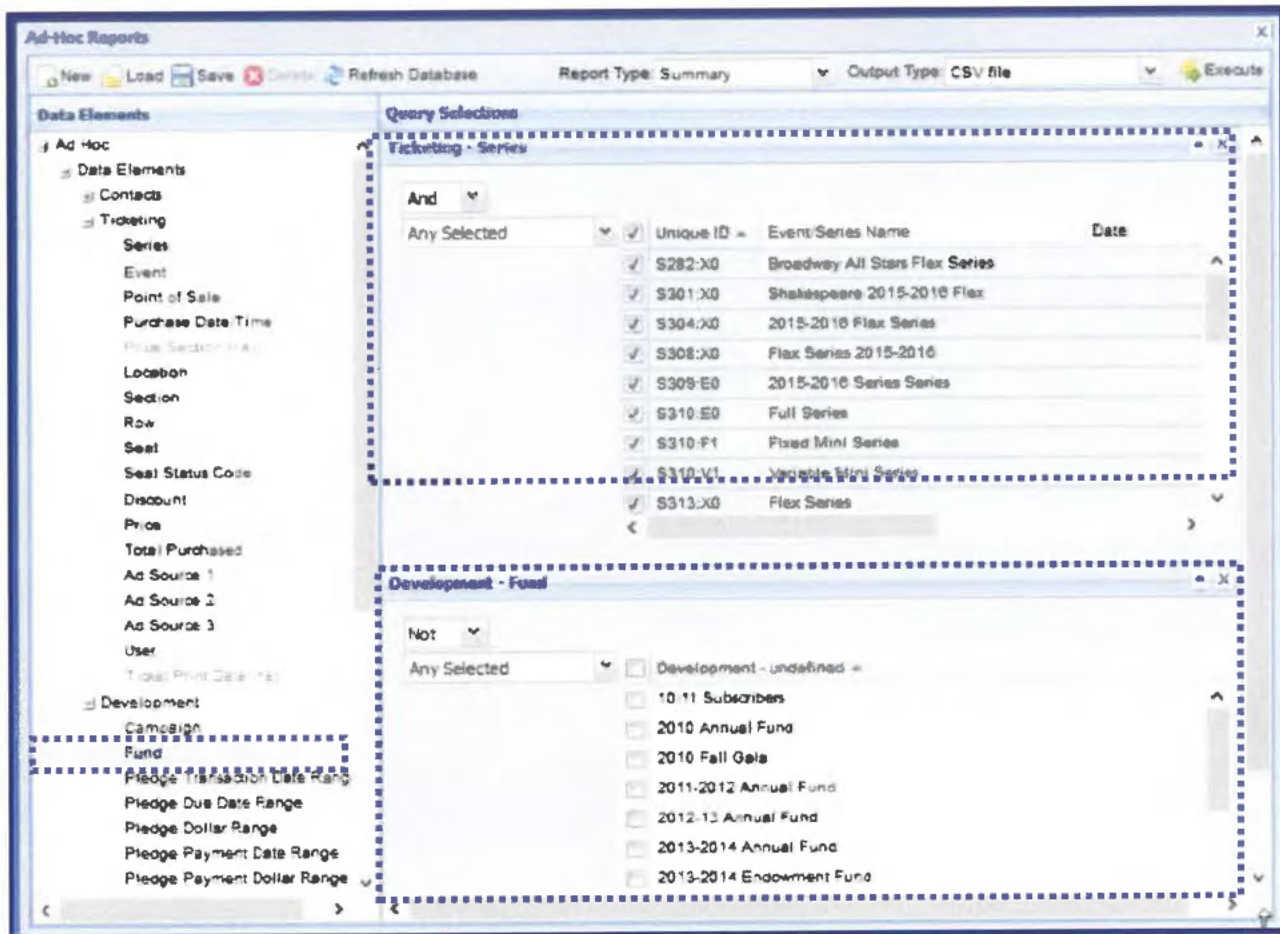
Any Selected

- Interest Codes - undefined -
  - CHORAL - Choral Music
  - CIRQUE - Cirque Events
  - COMEDY - Comedy Shows
  - CONTEMP - Contemporary Dance
  - COUNTRY - Country Music

Search by Zip Code Range + Customers who have bought shows with a "Broadway" Interest but NOT a "Comedy" Interest

*Report on ticket buying trends and zip codes*

The venue can run reports on marketing codes in conjunction with ticket buying history, location, etc. As one example, this allows your organization to pull information on customers who have purchased a subscription last season but have not yet donated





- d. Describe printing/reprinting/batch printing, holds/held seats, payments of quick sales and on accounts, methods of ticket delivery, including at home printing of tickets, variable price options, etc.

**Choice Answer:** ChoiceCRM addresses print, reprint or batch print tickets simply from the Print Tickets menu.

**Finalize Transaction - Eastern Hills Center for the Arts**

**Order Summary**

Printer Setup | Print Order Summary | Email Order Summary | Add Comments

|   |  |   |
|---|--|---|
| Phoebe Buffay<br>520 8th Avenue, 11th fl<br>New York, NY 10018<br>phoebe123@aft.com<br>0000000011 | Eastern Hills Center for the Arts<br>1200 28th Street<br>Boulder, CO 80303 | <b>Order #</b> 0184293<br><b>Date</b> 12/11/2019<br><b>Balance Due</b> \$0.00 |
|---|--|---|

| Sales    |   |          |         |          |         |
|----------|---|----------|---------|----------|---------|
| Item     | Description                                   | Quantity | Amount  |          |         |
| Ticket   | The Nutcracker Thursday<br>12/12/2019 7:30 PM | 1        | \$40.50 |          |         |
| Location | Section                                       | Row      | Seat    | Discount | Amount  |
| ORCH     | CTR   | H        | 111     | REG      | \$40.50 |

| Nonrefundable Fees          |        |
|-----------------------------|--------|
| Fee                         | Amount |
| Box Office Processing       | \$4.00 |
| Per Order Fee               | \$5.00 |
| Exchange                    | \$0.00 |
| Historical Preservation Fee | \$2.00 |

| Payments |                     |             |         |
|----------|---------------------|-------------|---------|
| Payment  | Details             | Approval #  | Amount  |
| Visa     | 4xxx-xxxx-xxxx-4242 | 40041892326 | \$58.20 |

**Your Order Number is: 0184293**

Advertising Sources

1:   
2:   
3:

**Ticket Printing Options**

Finalize Sale - Print Tickets w/o Header  
Finalize Sale - Print Tickets with Header  
Finalize Sale - Will Call Order  
Finalize Sale - Print Tickets at Day End  
Finalize Sale - Print Tickets Later  
Finalize Sale - Season Books  
Finalize Sale - Never Print Tickets

☐ Print Tickets with List Price  
☐ Print Tickets with Special Price

The system can have multiple ticket delivery options, such as the following:

- **Finalize Sale – Print Tickets with Header** – Provides the ability to output tickets with a header ticket which contains the customer's name and address information and can easily be placed in a window envelope to mail the tickets.
- **Finalize Sale – Print Tickets without Header** – Provides the ability to output tickets only with no header ticket, which is typically the output option for window sales.
- **Finalize Sale – Will Call Order** – Provides the ability to store tickets electronically in the system for will call pick-up at a later date and time. Choice provides an option for printing will call tickets by customer in the Print Tickets menu of the system.
- **Finalize Sale – Print Tickets at Day End** - Provides the ability to store tickets electronically in the system for printing in batch mode at the end of the sales day. Choice provides an option to print day end tickets in the Print Tickets menu of the system.
- **Finalize Sales – Season Books (Subscription Sales Only)** – Provides the ability to store tickets electronically in the system for the creation of an electronic season ticket holder database. By selecting this option, the operator will be able to send the electronic database of

season ticket holders to a ticket printing company to create season books with the customers personal data embedded on each ticket of the packaged season book.

- ***Finalize Sales – Never Print Tickets*** – Provides the ability to eliminate the ticket printing process associated with this transaction. This is typically used for student groups when no tickets are necessary for seating the group in the theater.

In addition to these options, In the print tickets menu there are a number of options for ticket printing and printing header cards (labels) for the mailing of tickets.

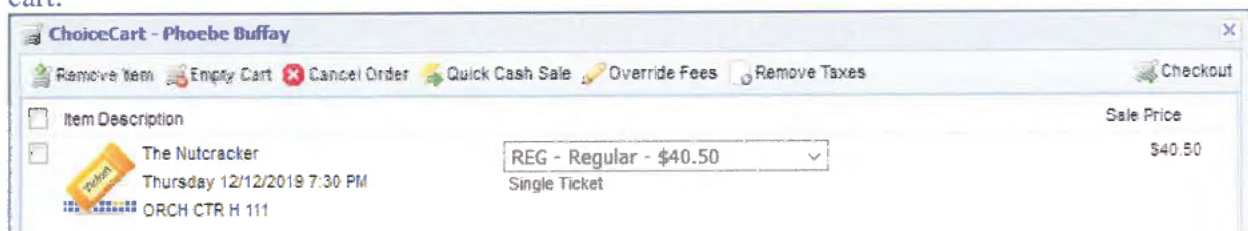
Included:

- ***Internet Tickets*** – Provide the ability to print tickets for orders received through Choice's Internet Ticketing application.
- ***Day End Tickets*** – Provides the ability to print all tickets designated for printing at the end of the day when the ticket orders are processed with the Ticket Print Option *Finalize Sale – Print Tickets at Day End*.
- ***Full, Mini, Flex & Event Tickets*** – Provides the ability to print tickets for all types of events and series, and can print all tickets for some or all series and events and further refine which tickets for all events and series you want to output by specifying name or zip code ranges.
- ***Full & Mini Series Tickets*** – Provides the ability to print tickets for full series

and mini-series. Choice enables you to select some or all full and mini-series which have tickets eligible for printing. As with the full, mini, flex & event tickets option, you can limit which tickets to print at a time by specifying a range of names or zip codes.

- **Flex Series Tickets** – Provides the ability to print tickets for some or all flex series. Choice enables you to select some or all flex series which have tickets eligible for printing and can limit which tickets to print by specifying a range of names or zip codes.
- **Event Tickets** – Provides the ability to print all sold tickets for an individual event in the system.
- **Print Buy Customer** – Print any ticket in a customer's record.
- **Print Header Ticket** – Provides the ability to print a header ticket that can be used as a mailing label for a window style envelope. The Print Header Ticket option enables you to print mailing labels separately from tickets to an event or series.
- **Will Call Tickets by Customer** – Provides the ability to print tickets that were designated for will call to be handed to the customer in person. Tickets are designated for will call when the ticket orders are processed with the Ticket Print Option *Finalize Sale – Will Call Order* and enable the user to easily print tickets for a selected will call order customer on an as-needed basis.
- **Will Call Tickets by Event** – Provides the ability to print tickets for any will call order that has yet to be picked up prior to an event or performance. Tickets are designated for will call when the ticket orders are processed with the Ticket Print Option *Finalize Sale – Will Call Order*. Using Will Call Tickets – By Event allows users to print all of the will call tickets for a selected event.
- **Reprint Tickets by Customer** – Provides the ability to reprint previously printed tickets based on Customer Name selection and replace customer tickets.

Payments of quick sales and on accounts can be easily handled through the ticket payment process. Within the Choice Cart are quick cash sale and bypass customer options. After adding tickets to the cart, the quick cash sale option becomes available at the top of the cart.



This option assumes the user is taking cash and will immediately finalize the sale and print out tickets. The bypass customer option is used when a customer is paying by another form of payment and bypasses the selection of a customer as part of the normal sales process. Holds are added to events in the same format as customer sales. Holds will never print tickets.

- e. Describe in detail the ability of the system to support and enhance the activities of the JMU box office with regard to discount codes and operations and any other unique qualities of the system with regard to these operations.

**Choice Answer:** ChoiceCRM offers best-in-class revenue management strategies to help



its users maximize opportunities for growth. One example of this is with its extreme pricing flexibility. Users can adjust venue price scaling down to the individual seat level at any time. The system also includes specific reporting by price so producers can see ticket sales by the amount that was paid per ticket. Change prices down to the individual seat or move seats to different price groups at any time. In Choice, it is easy to report on the sold price of tickets using sold/price type. The venue can set prices, discounts, and house scaling on each individual series and event using the Series and Event Build wizard. Scaling and pricing can be adjusted as needed even after tickets are on sale, easily accommodating the example of adding a new pricing section. The venue can set as many discount codes (i.e. senior, student, military, etc.) per series as necessary and decide if they are available online, at the box office, by mail, phone, and or other channels.

### 3. Customer Relations Management:

- a. Describe how the system captures customer information, including subscriptions, donations, customer scratch data/ticket needs, and current and historical ticket history.

**Choice Answer:** ChoiceCRM captures a tremendous amount of transaction data through the implementation of its integrated suite of modules that comes bundled with the software product. From a CRM perspective, not only does the system capture the data, but it also allows for an unlimited number of interest codes or attributes about each patron and an unlimited number of demographic codes can be created for each patron and populated as customer codes within each Patron's record. These codes can be module specific. Since the Choice System is an integrated Ticketing, Fundraising, Membership and Volunteer management system, the Choice System can populate codes from each of the different modules, which can be viewed at the core customer record screen. So, at a glance, *the operator can receive a 360° view of the customer's involvement with the organization in all areas of the system.* In addition, these codes can be automatically updated based on the transaction activity in the system.

As noted, the core customer record provides the ability to receive a 360° view of a customer's involvement with the operation and includes the ability to see detailed ticket transactions, giving transactions (both annual fund and membership), volunteer activity, as well as the ability to create a set of attributes and interest codes, as well as demographic codes that create a customer profile.

The following are sample views of the primary customer record:

| Edit Customer              |   | TDMV                                      |  | ChoiceCart Save Cancel |  |
|----------------------------|---|---|--|------------------------|--|
| <b>Contact Information</b> |   | <b>Shipping Address</b>                   |  |                        |  |
| Customer Number:           | <input type="text" value="0000000005"/>   | Street:                                   | <input type="text" value="300 E 33rd St.&lt;br/&gt;Apt 6C"/> |                        |  |
| Type:                      | <input type="text" value="Individual"/>   | City:                                     | <input type="text" value="New York"/>                        |                        |  |
| Salutation:                | <input type="text" value="Dr."/>  | State:                                    | <input type="text" value="New York"/>                        |                        |  |
| First Name:                | <input type="text" value="Ross"/>   | Zip:                                      | <input type="text" value="10016"/>                           |                        |  |
| Last Name:                 | <input type="text" value="Geller"/>   | Country:                                  | <input type="text"/>   |                        |  |
| Suffix:                    | <input type="text"/>  |   |  |                        |  |
| Home Phone:                | <input type="text" value="(212) 555-5552"/>   | <b>Billing Address</b>                    |  |                        |  |
| Mobile Phone:              | <input type="text" value="(212) 555-5553"/>   | <input type="checkbox"/> Same as Shipping |  |                        |  |
| Work Phone:                | <input type="text" value="(313) 794-8825"/> Ext: <input type="text"/>                     | Street:                                   | <input type="text" value="300 E 33rd St.&lt;br/&gt;Apt 6C"/> |                        |  |
| Fax:                       | <input type="text"/>  | City:                                     | <input type="text" value="New York"/>                        |                        |  |
| Title:                     | <input type="text" value="Senior Paleontologist"/>  | State:                                    | <input type="text" value="New York"/>                        |                        |  |
| Company:                   | <input type="text" value="Columbia University"/>  | Zip:                                      | <input type="text" value="10016"/>                           |                        |  |
| Comment 1:                 | <input type="text"/>  | Country:                                  | <input type="text"/>   |                        |  |
| Comment 2:                 | <input type="text"/>  | <b>Ticketing Information</b>              |  |                        |  |
| Notes:                     | <input type="text" value="Please refer to him as Dr. Geller,&lt;br/&gt;not Mr. Geller."/> | Beginning Ticket Date:                    | <input type="text" value="09/14/2016"/>                      |                        |  |
| Website:                   | <input type="text" value="http://columbia.edu"/>  | Ticket Renewal Date:                      | <input type="text"/>   |                        |  |
| Facebook:                  | <input type="text" value="f ProfGeller"/>   | Donor Renewal Date:                       | <input type="text" value="07/28/2020"/>                      |                        |  |
| Twitter:                   | <input type="text" value="@ProfGellerDino"/>  | Member Renewal Date:                      | <input type="text" value="07/12/2018"/>                      |                        |  |
| Spouse:                    | <input type="text" value="Rachel Green"/>   | <b>Marketing Information</b>              |  |                        |  |
| Customer Name:             | <input type="text" value="Ross Geller"/>  |   |  |                        |  |





- b. Describe the underlying CRM technology and how your application integrates with other CRM systems such as Salesforce or Microsoft Dynamix.

**Choice Answer:** ChoiceCRM utilizes a competing product to Salesforce, SugarCRM. SugarCRM module sits at the core of the ChoiceCRM solution, unlocking information trapped in email and on desktops to insure every employee is productive. ChoiceCRM with SugarCRM offers insights across marketing, sales and development functions so everyone is working toward common goals. Some benefits of the CRM module include task assignment amongst staff, tracking interactions with patrons, the ability to email patrons from their individual patron record, and easy management of a large database. The module provides unrivaled flexibility and exposes the right information that makes for a more successful business collaboration environment. Data can be exported to be imported into Salesforce or Microsoft Dynamix.

4. Marketing:

Describe how the ticketing system would be able to assist with marketing events at JMU, including but not limited to, database marketing, email blasts, direct mail, POP (Point of Purchase), internet, and other avenues, elaborate on integrated database marketing product proposed and the details and benefits of your solution.

**Choice Answer:** Choice's cloud-based system uses a single database for all sales, CRM, and marketing. Choice integrates with Constant Contact, Delivra, Mail Chimp, and Vertical Response through a partner named Cazoomi. Cazoomi allows information to travel back and forth between the two platforms to maximize the data required by the client. Choice also has a native email marketing platform that can be used in Marketing emails, pre and post show emails, or event specific emails. With both the integration and the native option the organization can track delivery, views, and clicks of emails. Choice also contains an internal survey feature for easy survey creation. Mailing lists can be easily created using ad-hoc reporting to create patron lists that match your marketing effort.

5. Web Transactions:


Describe the proposed system's online ticketing system and patron interface.

**Choice Answer:** Once events are created by the users, they can be immediately available for online sale, or scheduled to launch on a later date. Any changes that need to be made once an event is on sale online, can be done by users and will immediately take effect. ChoiceCRM provides a "private label" integration reflecting a seamless interface designed in coordination with your website and overall branding.

Patrons can select their own seats and purchase tickets to multiple events in a single transaction, in addition to adding a donation to their order. "Best Available" seating can also be configured for online sales, if preferable. Once the order is complete, the patron is prompted to engage via social media, and receives a confirmation e-mail.

Our Internet ticketing option provides one of the most user-friendly online transaction systems with ability to:

A step-by-step overview of the online ticket buying experience follows:

|   |  | Select the event from a list or calendar view |
|---|--|---|
|    | <b>Diana Ross</b><br>Sat 2/22/2020 7:30 PM<br>Dupont Theatre<br>Diana Ross defines the music, the style and the cultural ascendancy of Motown.   |   |
|    | <b>Taming of the Shrew</b><br>Sun 3/1/2020 7:30 PM   | Buy Tickets                                   |
|    | <b>Avenue Q</b><br>Fri 3/6/2020 8:00 PM<br>123 Main Street<br>Run extended by a week! -- 4 shows added!  | Buy Tickets                                   |
|   | <b>Dear Evan Hansen</b><br>Mon 3/16/2020 8:00 PM<br>Dupont Theatre<br>Music and lyrics by Benj Pasek and Justin Paul, and book by Steven Levenson  | Buy Tickets                                   |
|  | <b>Eastern Hills Summer Festival</b><br>Tue 12/29/2020 1:00 PM<br>Eastern Hills Court<br>Join us for some shows, games, and food!  | Buy Tickets                                   |
|  | <b>Trombone Shorty</b><br>Mon 6/7/2021 8:00 PM<br>Orpheum Theatre<br>Part Jimi Hendrix, part James Brown and all New Orleans, Troy Trombone Shorty Andrews is the bandleader and frontman of Trombone Shorty & Orleans Avenue, a hard-edged funk band that employs hip-hop beats, rock dynamics and improvisation in a jazz tradition. | Buy Tickets                                   |



## Select Seats

Select Another Event

Add to Cart

Step 2 Select seats from the map and then check out

**DEAR EVAN HANSEN**

Dear Evan Hansen

Mon 3:45/10:30 PM  
Dupont Theatre

The musical has its roots in an honest true life story. Being Max's high school years at Evanston Central School. The musical takes the notion of a teenage "teenager" who needs an important life lesson in a tragedy that he did not plan.



Price Section

VIP

Orchestra

Mezzanine

Balcony

Reg Price

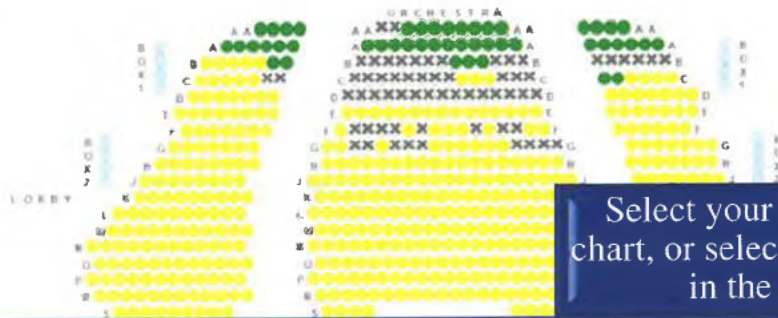
\$60.00

\$54.00

\$48.60

\$43.74

Dupont Theatre



Select your seats in a reserved chart, or select the number of seats in the price section

## Shopping Cart

Time left to complete page: 4.12

2 items in your cart

[Remove Item](#) [Empty Cart](#) [Select Additional Seats](#) [Select Another Event](#)

[Checkout](#)

**Step 3** Please verify the items in your cart. You can either add more items to your cart or check out.

|   |  |   |                        |
|---|--|---|------------------------|
|  <b>Dear Evan Hansen</b><br><small>ORCH CTR E 100<br/>Mon 3/16/2020 8:00 PM - Dupont Theatre</small> |  | <input type="text" value="Regular"/>          | <b>\$54.00</b>         |
|  <b>Dear Evan Hansen</b><br><small>ORCH CTR E 101<br/>Mon 3/16/2020 8:00 PM - Dupont Theatre</small> |  | <input type="text" value="Regular"/>          | <b>\$54.00</b>         |
| <p><b>Donation</b></p> <p>Would you like to add a tax-deductible donation to your order?</p> <p>Amount: <input type="text" value="\$ 0.00"/></p> <p><a href="#">Update Total</a></p>  |  | <input type="text" value="Regular"/>          | <b>\$108.00</b>        |
|   |  | <input type="text" value="Child - Under 12"/> | <b>\$5.00</b>          |
|   |  | <input type="text" value="Senior 65+"/>       | <b>\$5.00</b>          |
|   |  | <b>Tax: \$14.69</b>                           | <b>Total: \$127.69</b> |

### Coupons

Enter any coupon codes here.

Code:

[Update Total](#)

[Remove Item](#) [Empty Cart](#) [Select Additional Seats](#) [Select Another Event](#)

[Checkout](#)

[Privacy Policy](#)

Enter any coupon codes  
or discounts, if available

Login to the system with Facebook  
Login, Username and password,  
guest login, or create an account

Time left to complete page 4:56

1 item in your cart

[View Cart](#)

user name

password

[Forgot Username or Password?](#)

Login

Login via:

Facebook

No account?

Order started

## ORDER INFORMATION

title

first name

last name

suffix

email

confirm email

Send me email updates: ☐ [Learn More](#)

home phone

cell phone

business phone

ext

Shipping Address

Copy to billing: ☒

## Invoice

[Remove Item](#) [Empty Cart](#) [Select Another Event](#) [Select Additional Seats](#) [Logout](#)

**Step 6** Please verify the items in your order before submitting payment.

## Confirm the sale and take payment

|   |  |                  |                 |
|---|--|------------------|-----------------|
|  <b>Dear Evan Hansen</b><br>ORCH-CTR E 130<br>Mon 3/16/2020 5:00 PM - Dupont Theatre |  | Regular          | \$54.00         |
|  <b>Dear Evan Hansen</b><br>ORCH-CTR E 101<br>Mon 3/16/2020 8:00 PM - Dupont Theatre |  | Child - Under 12 | \$43.74         |
| <b>SubTotal:</b>  |  |                  | <b>\$97.74</b>  |
| <b>Internet Fee:</b>  |  |                  | <b>\$5.00</b>   |
| <b>Tax:</b>   |  |                  | <b>\$13.36</b>  |
| <b>Total:</b>   |  |                  | <b>\$116.10</b> |

### Donation

Would you like to add a tax-deductible donation to your order?

Amount: \$ 0.00

[Update Total](#)

### Coupons

Enter any coupon codes here

Code:

[Update Total](#)

Please Leave Your Comments Below

### Ticket Delivery Option

☒ Will Call - Will Call

☐ Mail - Mail

☒ Print @ Home/ Mobile - Print at Home/ Mobile

Shipping Address

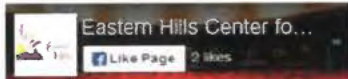
Billing Address

## Order Confirmation

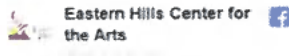
[Select Another Event](#) [Download Tickets](#) [Print Receipt](#) [Choice Performing Arts Center](#)

### Choice Performing Arts Center

1200 28th Street, Suite 300  
Boulder, Colorado 80502  
303.402.6480



Be the first of your friends to like this



We are so excited for One Man Two Guvnors!

For a limited time only, National Theatre Live's Encore Series brings a selection of award-winning British theatre productions to your local cinema. Featuring a Tony Award-winning performance from host of the The Late Late Show, James Corden, the uproarious One Man, Two Guvnors

[Tweet #ArtsAndEntertainment](#)

[Download Tickets](#)

## Order Confirmation

Order Number: 0184300

Order Date: Wednesday December 11<sup>th</sup> 2019

Ticket Delivery Method: Print at Home

Payment Type: Visa XXXXXXX XXXX 1234

Account Number: 0000000014

Email: jstewart1@gmail.com

### Billing Address

1000 Broadway  
10th Floor  
New York, NY 10001

### Shipping Address

1000 Broadway  
10th Floor  
New York, NY 10001



### Dear Evan Hansen

3/16/2020 8:00 PM - Dupont Theatre  
ORCHESTRA 100 Regular \$54.00  
ORCHESTRA 101 Child Under 12 \$40.75

\$97.74

[Like](#)

[Share](#)

2 people like this. [Sign up](#) to see what your friends like

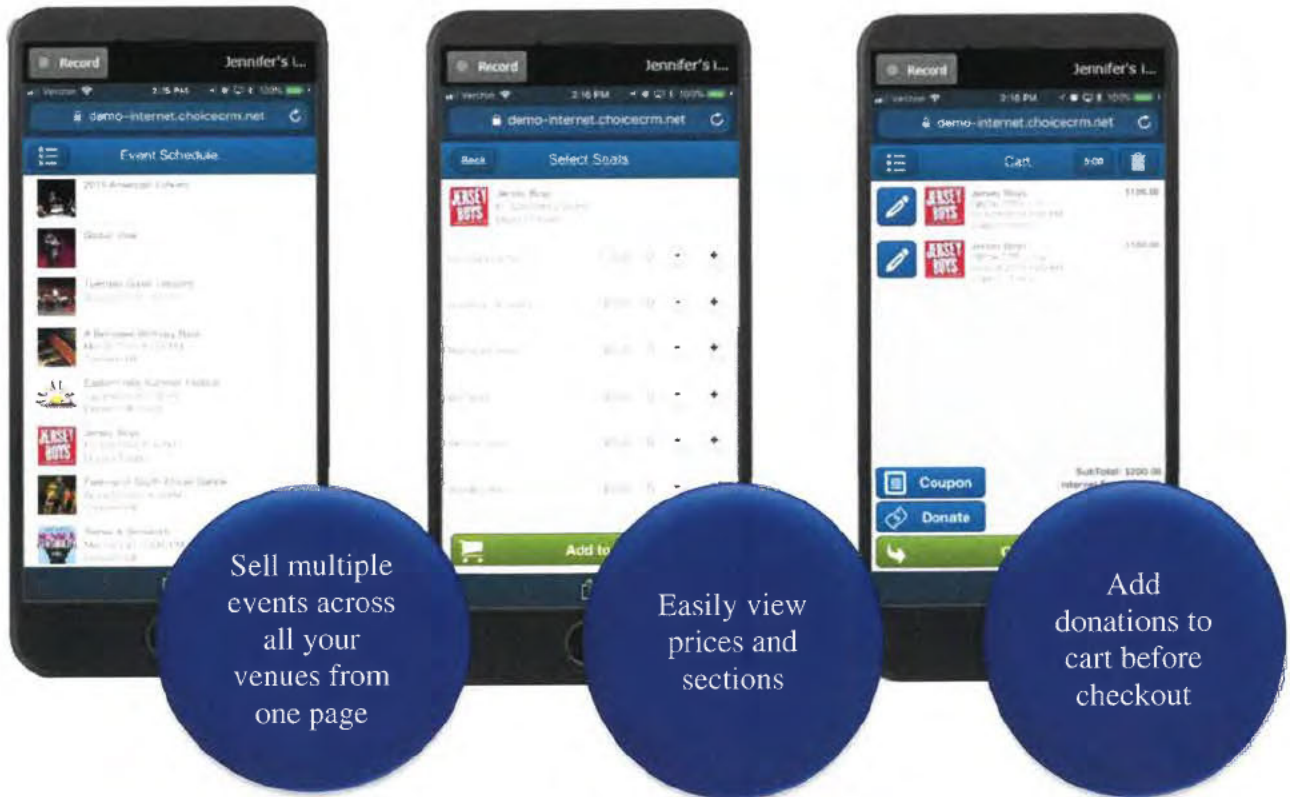
**SubTotal:** \$97.74

**Internet Fee:** \$5.00



## Mobile Ticketing Capabilities

**ChoiceCRM** is optimized for mobile ticketing, allowing patrons to make ticket purchases via a mobile device. Our mobile platform supports all events and venues in one, easy, customer-friendly experience. Access control also allows for tickets to be scanned on mobile phones as patrons arrive at the venue. Pick your own seats will be delivered next calendar year.



Screen shots of the ChoiceCRM mobile experience are below:

### B. Application Technology:

1. Describe your overall approach to providing mobile access to the application, concluding Offer's technology roadmap for support of hand-held computing device.

**Choice Answer:** As mobile purchases increase it is critical for Choice to continue to develop this functionality. Purchases on a mobile device are simple, quick and efficient thus driving increased conversions. During calendar year 2020, pick your own seat online will be available. Mobile access from the patron's side is our primary focus in 2020.

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

**Choice Answer:** Mobile ticketing is provided on both an Android and Apple device held by the consumer. Ticketing scanning is utilizing Choice App available on Apple the App Store. This App is used for scanning tickets or mobile phones for entrance into venues using the integrated camera functionality within the app.

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

**Choice Answer:** ChoiceCRM is a real time database and transaction engine. All functions are done in real time.

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

**Choice Answer:** Several of the dropdowns that appear on the system are customizable by the organization. Choice clients make their own codes, funds, discounts, ad-sources etc. While the position of these cannot be changed the contents are up to the organization.

5. Describe how 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.

**Choice Answer:** ChoiceCRM can be customized based on the specific needs and use of the University however, all customizations are executed by Choice. As for reporting, Choice provides more than 130 standard reports covering areas of ticket sales, donations, subscriptions/season packages, memberships, class rosters, general ledger, and more. A new reporting suite adds additional reporting capabilities that combines several of these standard reports and allows for choosing which criteria to display in the report. Additionally, Choice provides Ad-Hoc reporting that can be customized and is ideal for segment patron records based on a wide-range of criteria for targeted marketing.

6. Describe ability to provide method(s) of electronic payment to the University.

**Choice Answer:** ChoiceCRM does not require the credit card processing through Choice's own third-party processing service. On the contrary, Choice's objective is to provide full control over credit card processing activities so that all funds goes directly through the University's Bluefin relationship. Payment to the university electronically is controlled by Bluefin's payment gateway and the merchant provider of the university.

7. Describe vendor's ability to integrate with Bluefin Payment Systems or other validated

Point-to-Point Encryption technology/service as a payment card gateway and provide all hardware, software, and services to receive, process, and return Credit Card payment transactions and electronic check transactions via a link from JMU's website(s).

**Choice Answer:** Choice integrates with Bluefin Payment Systems. As a current client, it is assumed the processing gateway and credit card process would not change.

8. Describe the level of integration required to accommodate your payment process.

**Choice Answer:** Not applicable as the school currently utilizes Bluefin. Integration is already complete.

9. Describe the timing of the University's receipt of:

a. The approved payment transaction for posting to the subsidiary system.

**Choice Answer:** Transactions taken in Choice are immediately posted to the payment gateway. Choice does not withhold any funds and all funds are deposited directly to JMU accounts. This allows financial timing to be at the lowest possible amount, just set to when the merchant account makes the transfer, usually once a day. Transactions taken in Choice are immediately posted to the payment gateway.

b. The deposit to the University's bank account for the approved payment.

**Choice Answer:** As stated above, JMU currently has full control over all finances within their system. Choice does not withhold any funds and all funds are deposited directly to JMU accounts. This allows financial timing to be at the lowest possible amount, just set to when the merchant account makes the transfer, usually once a day.

10. Describe what the customer would see on their credit card billing after making a payment through your system.

**Choice Answer:** ChoiceCRM is compatible with all major credit cards and includes utilizes Bluefin a P2P Encryption provider. With the **ChoiceCRM** solution, your organization is the merchant of record, and can have separate accounts for online sales vs. box office sales. Your patrons see your organization's name on the credit card transaction with no Choice brand noted. Chargebacks are handled by your team, and fees are negotiated and assessed directly with the payment gateway.

11. Describe customer payment acknowledgement.

**Choice Answer:** For credit sales online, the patron's transaction completion is acknowledged on the website immediately after purchase. A confirmation/receipt is emailed at time of purchase. For box office credit card sales, a credit card receipt via ticket stock is provided.

12. Describe the process if a credit card payment is declined. Indicate how the customer is informed and any information received by the University from this transaction.

**Choice Answer:** With JMU currently using Bluefin for credit card payments in the box office, a decline at the time of swipe is shown to the ticket sale agent. In the online transaction process, the customer will see a decline on the screen after trying to process the payment. The customer and ticket agent are not given a reason at the time of sale, but more information can be seen in the merchant account.

13. Indicate the credit cards that may be accepted by your system. Indicate your ability for the University to restrict this list to only certain cards.

**Choice Answer:** AMEX, MasterCard, Discover, and VISA can be accepted and the University has the ability to limit the cards taken at any time with their gateway provider.

14. Describe how a refund would be issued to the credit card using your system. Indicate any fees (or reduction in fees) that would result from the refund.

**Choice Answer:** Choice charges no additional fees for refund processing, fees would only be charged through the payment gateway. The refund process is the same as the current refund process through Bluefin, refunding in the Choice side and in the merchant account.

15. Describe, how, if at all, credit card information is stored locally by your system.

**Choice Answer:** Patron credit card information is not stored within the Choice system. An approval reference code is sent back from the provider and retained.



**C. Services:**

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

**Choice Answer:** At Choice, we take training and education very seriously. Thus, there is no limit on training and education and at no cost. As the Client, you will always have access to our support, training, and on-going education team to help with questions and problems big and small. As the current provider, we recommend additional system training based on mutually agreed subjects and process. While the "Training Week" is now done virtually, our Training Manager can visit on-site should that be preferable at a minimal expense (travel, meal and hotel expenses).

The Choice system is an extremely user-friendly solution that has a breadth of software functionality developed to support 25+ years of client functional use. To that end, we are extremely committed to training our clients effectively. The training schedule is set up in collaboration with the organization and is customized to the needs of the venue and is separated between super users and daily users.

Choice meets with the client to formulate a mutually agreeable schedule for the training week. The client creates a list of the staff to be trained on each of the following Choice tools/functions. Typical staff includes:

| Training Staff List:                 |
|--------------------------------------|
| System Administration and Management |
| IT Administration                    |
| Ticketing                            |
| Retail Sales                         |
| Marketing                            |
| Student Workers                      |
| General Reporting Requirements       |

2. Describe the project management and implementation service that shall be provided to the University from the Contractor. Include a sample implementation and project plan.

**Choice Answer:** Most implementations can take as little as three weeks to six weeks depending upon the responsiveness and involvement of your team. Based on our experience with your organization and team, we believe implementation will take an estimated three to four weeks to review current setup.

Sample Estimated Project Schedule:

| Phase 1 – Housekeeping Items |
|------------------------------|
| Contracts signed & returned  |

|   |
|---|
| Implementation kick off call  |
| Review checklist & design implementation schedule                   |
| Review Hardware Configuration & place any additional orders         |
| Check up and maintenance of printers, scanners, credit card swipes. |
| Workstations, if needed (locally sourced).                          |
| Ensure a strong Broadband connection is in place.                   |

| Phase 2 – Pre-Installation and Training Items                       |
|---|
| Seating map configuration/adjustment.                               |
| Training discussions & schedule.                                    |
| Forward a list of the staff to be trained on each module to Choice. |
| Determine training dates and schedule.                              |

| Phase 3 – Hardware set up & Ongoing Integration   |
|---|
| Hardware set up & configuration, as needed  |
| Choice to offer remote support in set up of equipment.                                    |
| Workstation setup – Choice will configure printers and access control remotely if needed. |

| Phase 4 – Training & Consultation  |
|--|
| Training week for staff.   |
| Choice along with your team will build events in preparation of go live date.              |
| Review Existing End of day reporting and balancing procedure for Reports and Credit Cards. |
| Work with Choice Technical Support to complete ticket formatting.                          |
| Test ticket formats.   |

| Phase 5 – Implementation Review  |
|--|
| All ticket sales links live.   |
| Review and Verify that credit card batches for box office and online transactions are deposited. |

**ChoiceCRM** supports its clients from the moment a contract is signed. Beginning with an initial evaluation with the Education Manager, an efficient and valuable training plan is drafted. All parties will then meet with the full Choice staff to discuss implementation and a training schedule.

Details of initial training include introduction of system, user creation and permissions, event and series builds, renewals, ticket selling, and financial reporting. Additional modules are then taught according to the needs of the venue and include Volunteers, Development, Membership, and Invoicing.

#### TYPICAL IMPLEMENTATION PLAN:

##### **Requirements Gathering**

**ChoiceCRM** gathers requirements during the pre-installation process. Specific details

are covered in the extensive pre-installation checklist during the pre-installation planning meeting. Everything from developing a final timeline for training to analyzing data to credit card gateways is discussed during the requirements gathering phase.

| Requirements Gathering:  | Responsible Party: |
|--|--------------------|
| Contract Awarded with Purchase Order                           | University         |
| Pre-Installation Checklist and Installation Schedule Submitted | Choice             |
| Pre-Installation Planning Meeting with Client                  | Choice/University  |
| Credit Card Merchant Services Process Determined and Initiated | Choice/University  |
| Determine Preliminary Training Schedule with Participants      | Choice/University  |

### Design

**ChoiceCRM** will work with your team to review and design the current system setup including, all events, tickets, forms, pricing, venue maps, email marketing setup, and much more. CRM field inputs can be customized to meet your needs. All of this is done through system setup and training.

### Implementation

**ChoiceCRM** will work diligently during the implementation process. Collaborative effort and hands on support gives you comfort for a straightforward implementation.

| Implementation:   | Responsible Party: |
|---|--------------------|
| Confirm that System Broadband Network is operational          | Choice             |
| Test Broadband Connection                                     | Choice             |
| Server Configured   | Choice             |
| Choice Software Downloaded and Installed in Prep for Training | Choice             |

### Training

Again, **ChoiceCRM** system is an extremely user-friendly solution that has a breadth of software functionality that has been developed to support 25+ years of client functional use. Training typically occurs over the web for a five-day period, tailored to meet your needs (sample below). Choice recommends training to provide insights to all the enhancements that have occurred in recent months/years.

| Day             | Typical Training  |
|-----------------|---|
| Day One         | Decision Makers, Management, and Finance                              |
| Day Two & Three | “Super Users”, which include event builders and system administrators |
| Day Four        | Ticket Sellers and Marketing  |
| Day Five        | System Administrator - Internet                                       |



### **Project Acceptance**

Throughout the process, there is a check and balances effort done through the system implementation checklist. Project is accepted as each milestone is completed.

#### **D. Technical:**

1. Describe all responsibilities of both the contractor and University in the isolation and diagnosis of system failures.

**Choice Answer:** Diagnosis of system issues are first reviewed by Choice. In the event it is felt that onsite JMU staff member resources are needed, Choice may require internal escalation from within the University. Any major issues that occur will be dealt with on a case by case basis.

2. Describe your approach to test and production environments including licensing requirements, provide any additional costs in Section X. Pricing Schedule, and availability of test environments post go-live.

**Choice Answer:** Choice can provide a sandbox environment for the client to test and train functionality. This test environment is available to all clients and is provided at no charge as licenses are unlimited. Production environment licenses are provided at no cost.

3. Describe your relationship with the vendor(s) of any third-party tools (e.g. SMS vendors, reporting tools, application server, etc.) included in this proposal including licensing, costs (provide in Section X. Pricing Schedule), support for the product(s), and version (e.g. full or modified).

**Choice Answer:** The Choice system is entirely its own software utilizing an open source database CRM, SugarCRM. Only third-party tool is our interface with Bluefin that is priced between the University and Bluefin. If an organization decides to integrate with an email marketing provider, additional charges may occur, but the pricing is negotiated directly with that vendor.

4. Describe active user groups and how they function.

**Choice Answer:** Every Choice client implementation is different and unique. Interaction will primarily be with the Choice team. Also, Choice promotes the user interface through an integrated series of high-level webinars that are free to our clients. This educational process brings our clients together in a user group educational setting to share ideas and support the ongoing use and development of the system.

5. Describe the process for determining enhancements that will be made to the application.



**Choice Answer:** We are committed to developing our ChoiceCRM solution using the agile development methodology, an iterative approach to software design and release. It is expected that enhancements will be driven by clients and the industry. The Choice team meets weekly to review client feature requests and fixes, determining the scope, level of effort, and timeline for each request. Our sprints run in 3-week cycles, each ending in a software release, scheduled after business hours and usually without any assistance from our partners. Release notes are sent via e-mail and available within the ChoiceCRM back end software, and we often do group and individual trainings on new functionality to make sure our partners are maximizing the tools available to them. Choice also meets quarterly to discuss overall product roadmap strategy driven by clients and the industry requests.

6. Describe how configuration and customization affects future releases of software (e.g. level of support provided).

**Choice Answer:** Configuration and any customization that the client has set up within the system is not affected by future releases of the software. Software releases are scheduled after business hours and usually without any assistance from our partners.

7. Experience: Describe offeror's experience in providing the proposed resources to higher education institutions, namely institutions who are using PeopleSoft Campus Solutions and PeopleSoft Interaction Hub. Provide a list of higher education institutions, with contact information, and current platform where this system is currently running in a production environment.

**Choice Answer:** List is provided at the end of the document. Choice Entertainment Technologies has the technical ability, built over 25 years servicing Arts Centers in a University setting. However, Choice has not knowingly engaged with the PeopleSoft Platforms. Choice understands the scope and services of the RFP and has the extraordinary, and experience to meet the requirements laid out in this document. Choice Entertainment Technologies believes we meet all major requirements and we look forward to demonstrating our platform.

To start, we would like to show our understanding of the challenges and opportunities with this search. The University is poised for growth with its wide array of programming and relationships with promoters, campus groups, and local organizations. To this end, flexibility in ticketing operations – including price changes and accurate reporting – are critical for growth. Choice is prepared to help with those opportunities after making significant security, stability, and functionality improvements under the leadership of our parent company and, in part, because of our prior relationship with your organization.

Choice Entertainment Technologies is part of The Shubert Organization's tech division, Shubert Ticketing, which is known on Broadway for delivering innovative solutions for private label clients and users of its box office services, call center, Telecharge.com consumer facing brand, and an array of marketing technologies. Drawing upon over 100 years of experience in live entertainment and venue management, Shubert Ticketing provides users of its ticketing systems with unrivaled flexibility and client support. Shubert knows the show must go on. With their full backing, and PCI Level 1 Data Center, Choice's proprietary software, **ChoiceCRM**,

will be the primary vendor and is fully responsible for the performance of this contract.

8. **Longevity:** Describe the length of time offeror has been actively engaged in providing the proposed resources to higher education institutions. Describe your track record of developing and implementing such systems.

**Choice Answer:** For over 25 years, Choice has powered ticketing operations for many venues in the arts, developing and implementing such systems effectively. Venues, such as, performing arts venues at state universities and community colleges, community centers, historic theatres restored by local officials, etc. Working with box office, IT, management, Choice has successfully implemented its system within complex, comprehensive University settings.

9. **Personnel:** Provide general descriptions of experience of personnel with whom the University staff will be expected to work with on a regular basis.

**Brian Roberts, Senior Vice President, Corporate Development and Strategy \*TOP LEVEL ESCALATION POINT PERSON\***

**Years of Experience:** Brian has over 23 years of ticketing solution industry experience.

**Relevant experience in relation to the Services:** At Choice, Brian Roberts is responsible for corporate strategy and sales growth. His focus is to work with clients that want innovative solutions, independence, and CRM functionality while driving significant revenue growth. He has successfully led national sales efforts and was responsible for significant revenue growth and strategic partnerships with arts, music, sports and other live event venues during his career. He works with clients to enhance our solutions to meet the growing needs of the arts marketplace. His clients have included the San Francisco Ballet, Denver Center for the Performing Arts, North Carolina Blumenthal Center for the Arts, Tampa Bay's David A. Straz Jr. Center for the Performing Arts and many more.

**Education, training, and licenses:** Brian is a graduate of Arizona State University, majoring in Finance.

**Type of work to be performed:** Brian will oversee the entire team of individuals who will work on your account, and act as the top-level escalation point.

**Approximate number of hours to be contributed:** Brian will spend as many hours as necessary working to ensure a successful onboarding, implementation, and ongoing client satisfaction.

**Fun Fact:** Brian lives in CA, has six dogs and almost adopted a donkey – he is a supporter of several animal rights organizations.

**MaryAnn O'Rourke, Vice President of Operations**

**Years of Experience:** Over 25 years of experience in the software industry

**Relevant experience in relation to the Services:** MaryAnn is responsible for oversight of the Software Development and Support teams, as well as the general office staff. She has held increasingly more in-depth roles for the Software Development Lifecycle for such major companies as ADP, AIG, and the Shubert Organization.

**Education, training, and licenses:** MaryAnn holds a BA from University of Colorado, Boulder. She has over two decades of on the job training in major software companies including ADP, AIG and The Shubert Organization.

**Type of work to be performed:** MaryAnn will serve in a Program Management role for all software development projects. MaryAnn also oversees the Education and Support teams.

**Approximate number of hours to be contributed:** MaryAnn spends about 30 hours per week dedicated to general program management of our development team. Her time spent dedicated to the implementation will vary based on scope and nature of the projects.

#### **Kathleen Leitner, Lead Trainer**

**Years of Experience:** Kathleen has over 17 years of experience with Choice software, and more than 35 years working in the arts.

**Relevant experience in relation to the Services:** Prior to joining the Choice team, Kathleen ran her own business for more than 16 years. During this time, she began working with the local arts community as a volunteer for the Harrisburg Greater Arts Council, where she spent 18 years supporting the needs of the arts community. There, she combined her business prowess with her love for the arts. In 2000, she jumped into the arts full time as the Director of Ticketing Services for the Whitaker Center for Science and the Arts. She was responsible for managing the box office operations using Choice Ticketing Systems for all the organization's major facilities and directed the growth of a centralized box office operation for 20+ regional organizations in the Harrisburg, Pennsylvania area.

**Education, training, and licenses:** Kathleen has earned degrees in HRIM and Organizational Management.

**Type of work to be performed:** As Lead Trainer, Kathleen is responsible for teaching new clients the ins and outs of ChoiceCRM during “training week.” She will help new clients build their seasons, events, seat maps, and do in-depth trainings on all system modules.

**Approximate number of hours to be contributed:** 40 hours will be spent during training week, with 10 hours of prep work in advance, and 10 hours of follow up post training. Kathleen will remain a resource as needed.

**Fun Fact:** Kathleen loves the Earth – she is an avid gardener and a vegetarian for over 20 years.

#### **Laura Bassett, Education Manager**

**Years of Experience:** Laura has over 15 years of experience across education, performing arts, and the ticketing industries.

**Relevant experience in relation to the Services:** Laura has been a part of The Shubert Organization for over 15 years. She is responsible for managing on-going education initiatives at Choice – keeping clients happy and up to date on product enhancements. She works one-on-one with clients to maximize their product knowledge and overall Choice experience. Previously she served as Event Coordinator in Shubert Ticketing’s Client Services department, where she worked to develop sales and pricing strategies for 50+ Broadway, Off-Broadway, and Regional Theatres and specialized in ADA compliance. She also enjoyed a brief stint as the business manager at North Carolina State’s University Theatre in 2016, before returning to the Shubert family.

**Education, training, and licenses:** Laura graduated from North Carolina State University with a BA in Communication, concentrating in both Theatre and Mass Communication.

**Type of work to be performed:** Laura will provide ongoing education for staff in the form of brush up trainings, new software demonstrations, software and release communications. As the link between our software development and support teams, Laura is dedicated to



enhancing overall client satisfaction.

**Approximate number of hours to be contributed:** As there is no limit on training and education services, Laura will spend as many hours as necessary working with your group. This includes new hire trainings, new functionality trainings, and any other needs.

**Fun Fact:** Laura's hidden talent is singing Dolly Parton songs at karaoke.

### **Jennifer Bell, Product Manager**

**Years of Experience:** Jen has over 10 years of experience working in the non-profit performing arts industry.

**Relevant experience in relation to the Services:** Jen worked in box offices at James Madison University and Harper College. After serving as a Choice client at JMU, Jen moved to the **ChoiceCRM** team and developed the User Manual, "How To" videos, and webinars to help clients on best practices. As Product Manager, she serves as liaison between sales and development and works to enhance features based on industry trends and client needs.

**Education, training, and licenses:** Jen earned her Technical Theatre degree from Western Illinois University where she was given the honor of departmental scholar. Jen is a certified Product Owner.

**Type of work to be performed:** After implementation, Jen will remain involved in overall product enhancements to improve functionality for all **ChoiceCRM** clients.

**Approximate number of hours to be contributed:** Jen will spend an estimated 20 hours during implementation. If any development is needed specifically, Jen will oversee those projects with hours spent to be determined by the scope of work.

**Fun Fact:** Jen is a competitive bowler and the proud owner of three cats: Mulan, Chairman Meow, Megadeth.

### **Drew Carrier, Technical Support Manager**

**Years of Experience:** Drew has 5+ years of experience in technical support at Choice Entertainment Technologies.

**Relevant experience in relation to the Services:** Drew started his technical support career at Choice as a support team member and quickly became a product expert, working with clients to solve software related issues. Drew now oversees the support team who are always on call to help clients with software functionality and issues. Additionally, he works closely with our implementation team to ensure a smooth software transition.

**Education, training, and licenses:** Drew graduated from Kirkwood Community College in Cedar Rapids Iowa with an A.A. in Computer Support Specialist and also an A.A. for Liberal Arts.

**Type of work to be performed:** Drew will be the main point person for **ChoiceCRM** technical issues, and be largely involved in the initial software implementation.

**Approximate number of hours to be contributed:** Drew will dedicate 60 hours to the process during implementation. As support services are unlimited, Drew and his team will dedicate as much time as necessary to the post implementation.

**Fun Fact:** Drew resides in Rollinsville, CO, a town 9,000 ft above sea level.

10. Provide specific representative (include name, title, direct contact information, and length of time with the Offeror) for the initial project and continued customer support and technical assistance during the term of the contract. Contractor shall be responsible



for updating the University with any change in representatives.

**Choice Answer:** Drew Carrier, Technical Support Manager, 303/402-0400, [drewc@choicecrm.com](mailto:drewc@choicecrm.com). Drew has been with Choice over 7 years and will be your initial project manager. Once implementation is completed, Drew will be assisted by Derrick Jones, [derrickj@choicecrm.com](mailto:derrickj@choicecrm.com), 303/402-0400 – 3 plus years.

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

**Choice Answer:** Weekly the Choice team reviews the bug and enhancement backlog (Jira, Zendesk) to develop the roadmap for product development. These fixes or enhancements come from the marketplace, the staff as well as our clients. We also have research and development of future products every 3 months to determine long term planning. Efficiencies of the system are monitored 24 hours a day through various dashboards to monitor real time server issues. Quality Assurance testing is actively completed prior to each release of software. The Choice system has been in production for many years and the company is always addressing new bugs and system issues that arise.

12. Describe your customer resource site/s (e.g. documentation, troubleshooting FAQ, product information, release notes, upgrade and patch information, customer community site/s, and product feature requests).

Choice utilizes the Zendesk Support Tool that tracks all support calls and emails. Clients can track all of their open and closed support tickets. Calls and emails are acknowledged immediately through the Zendesk System, triaged and worked on in order of severity within an hour. The Zendesk support tool also has a knowledge database available to all Clients. Release notes, including upgrade and patch information are available via email and also through a notification pop-up from within the system, stored in the system notes.

13. Describe Role-based Security architecture within the application. Include details about Role configuration and flexibility. Include an example Role Matrix if applicable.

**Choice Answer:** Users, based on roles, can be setup within the system. Controls are set on what users can operate or see are set with the help of the Choice team. Flexibility is such that every user could have different permissions.

14. Describe system support for defining and creating administrative and user accounts, including how accounts are assigned permissions to perform various actions in the system. Describe the process for maintaining and deleting user accounts, including the deletion of automated reminders to users and administrators.

**Choice Answer:** ChoiceCRM allows for varying levels of permissions to over 100 areas of the system. These permissions can be set to individual users for true customization. If certain

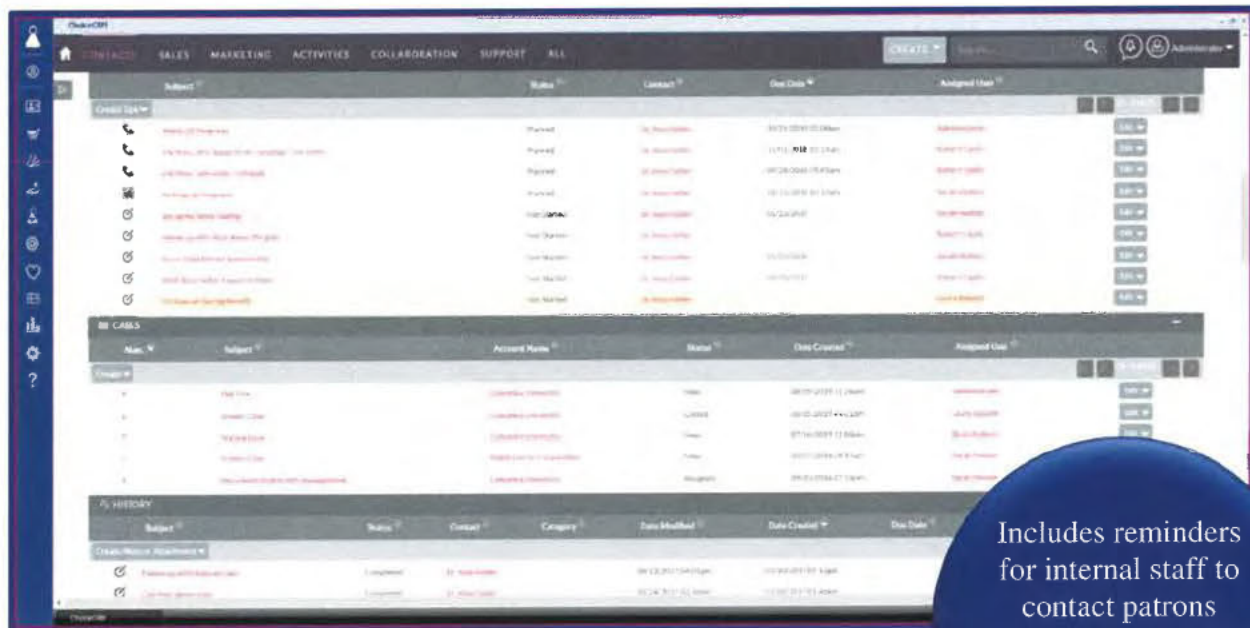
users all have the same settings the organization can duplicate a user for ease of creation. While deletion of users is available, the common practice is to set users to inactive which would disallow logins while keeping all records of actions by that user in the system. There are no automatic reminders to users and administrators other than password change requirements.

15. Describe the ability to support delegation of duties in the application.

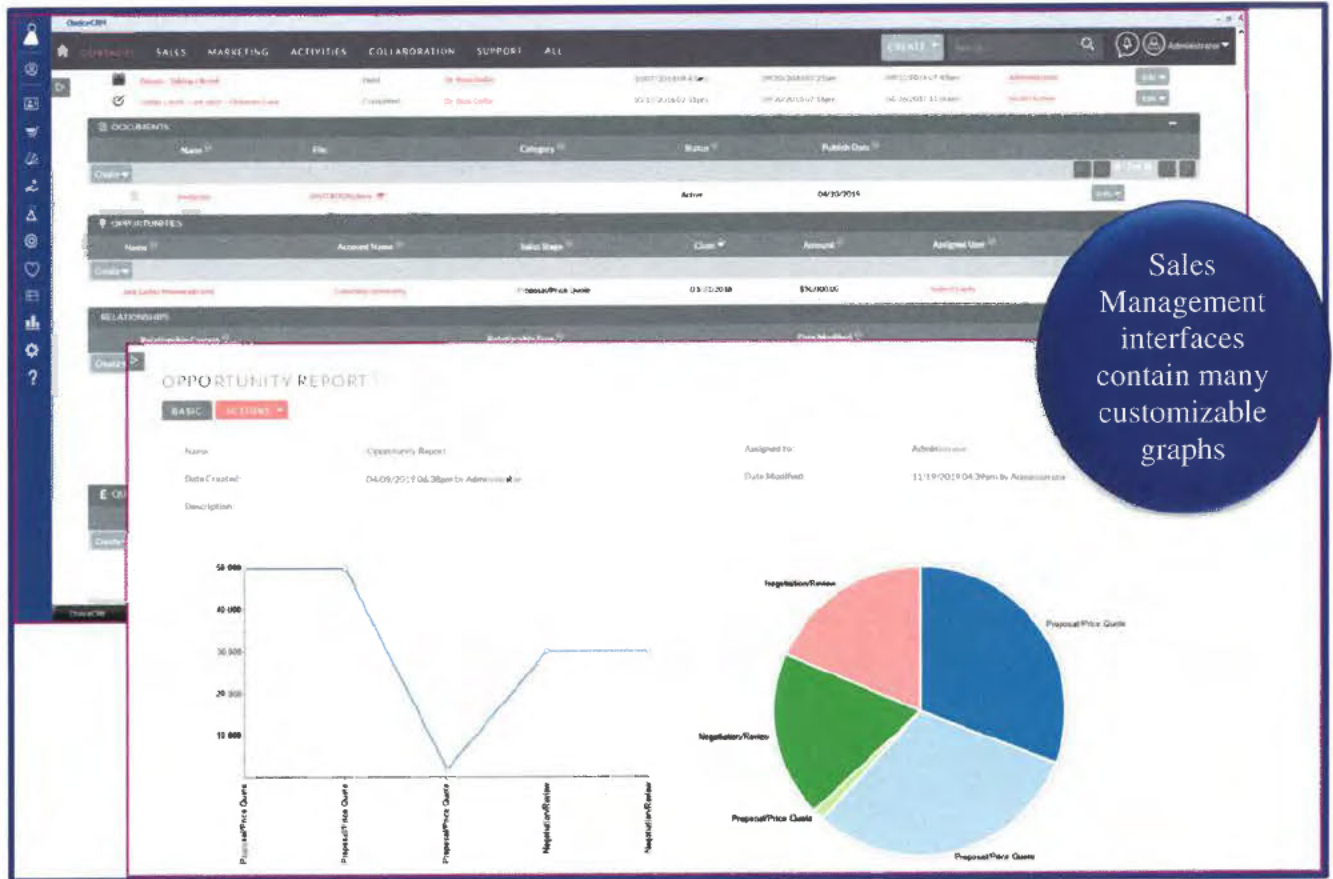
**Choice Answer:** As stated previously in this RFP response, **ChoiceCRM** utilizes a CRM to enhance delegation of duties and productivity. Some features of the CRM module include task assignment amongst staff, tracking interactions with patrons, the ability to email patrons from their individual patron record, and easy management of a large database. The module provides unrivaled flexibility and exposes the right information that makes for a more successful business collaboration environment.

The CRM runs on the leading cloud computing platforms, including Amazon EC2, Microsoft Azure, Sugar On-Demand and Private Clouds, offering customers unparalleled choice and control of their data and deployments. This offers a single system of truth for managing customer interactions across the different areas of your business operation. Examples of these tools are as follows:

Underlying marketing, sales and development activities, **ChoiceCRM** provides capabilities to manage schedules, calls, meetings and emails from a single location, schedule and track activities, and manage projects. **ChoiceCRM** collaboration streamlines common tasks and promotes more effective communication with employees and patrons.



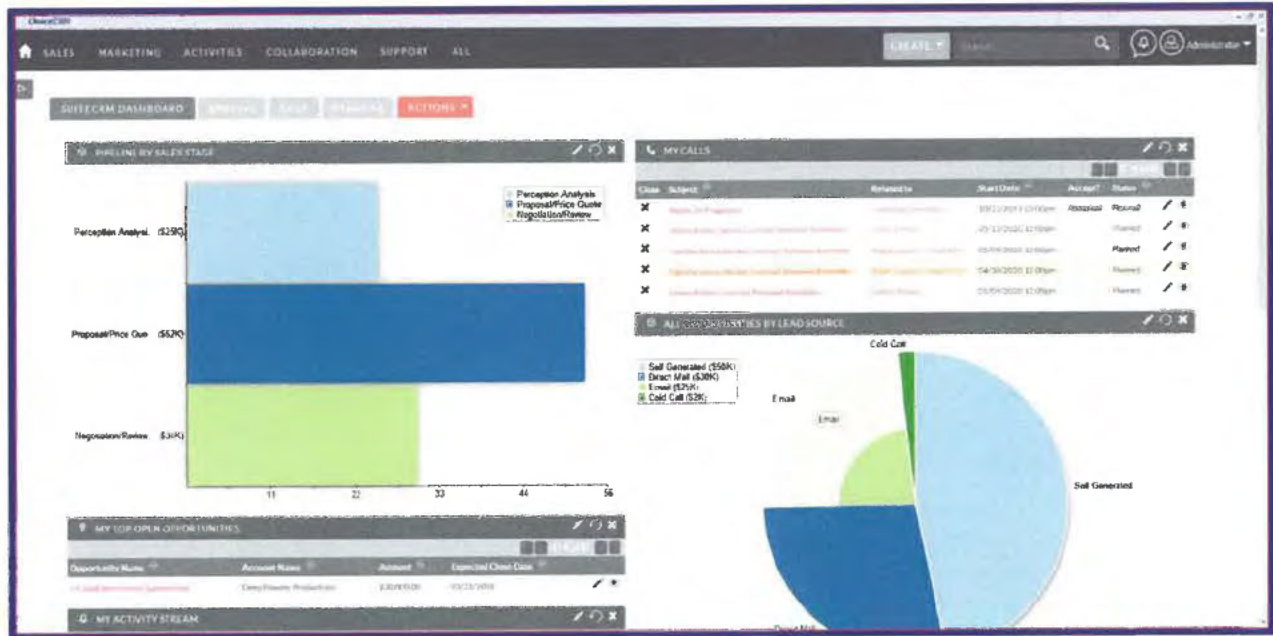
**ChoiceCRM** drives sales and fundraising performance by allowing sales and development representatives to track and share contacts and opportunities, manage and upsell into existing accounts, forecast revenue, monitor performance through dashboards, manage quotes and contracts, and collaborate through integration with email applications.



**Marketing Automation** – ChoiceCRM closes the loop between marketing, development and sales. The software provides the ability to create, execute and track campaigns across multiple channels with the campaign wizard. Develop compelling email marketing programs and capture leads directly into your CRM system with web-to-lead forms. Campaigns and email analytics provide the key information to grow. Manage and assign leads to sales and fundraising teams and track the marketing ROI of programs.

**Platform Scalability & Flexibility** – ChoiceCRM provides the capabilities to allow administrators and developers to create powerful business processes quickly and easily. Administrators can define teams, control access rights to modules and fields, change the homepage layout or modify and existing screen with the layout editor, and create new dashlets from third-party data sources. Simple yet powerful workflow tools give users the ability to create and enforce business rules.





16. Discuss how 'guest' accounts and/or guest access is supported for the academic planning tool(s).

**Choice Answer:** Choice provides unlimited users and can use permissions to control system access. It is recommended that guest access is given to trusted JMU staff.

17. Describe authentication options. Include information regarding the use of Shibboleth. Discuss authentication between components and between the product and external services (example single sign-on). Discuss any limitations of using JMU's Authentication Services and/or Shibboleth.

**Choice Answer:** Choice supports username/password authentication for access to sensitive information. At this time Choice does not support the use of Shibboleth or use any external services to sign into the system.

18. Describe vendor membership to the InCommon Federation. If existing membership does not exist, explain future plans, if any, to become a member.

**Choice Answer:** Currently there are no plans to join the InCommon federation however, our team is researching the organization.

19. Describe your use of authentication credentials and associated attributes, group membership, roles, etc. to make authorization decisions. Include method(s) and granularity of authorization access to data and services.

**Choice Answer:** Production servers reside on an isolated network. Access to this



network is done through private VPN and is only given to appropriate support staff. Once authenticated to the VPN, accounts are controlled using LDAP and dual factor authentication.

20. 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. Describe the level of support for Web Accessibility standards, specifically the level of Web Content Accessibility Guidelines that your product supports.

**Choice Answer:** Choice is currently implementing a website redesign expected to be complete in August 2020. This update has a focus on redesign to comply with WCAG2.0 standards.

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

**Choice Answer:** ChoiceCRM provides unlimited licenses with no restriction on how many users can access the system at one time.

22. Describe use of LDAP(S) for authentication and/or authorization. Describe handling access to licensed content where access must be restricted.

**Choice Answer:** Access to servers is restricted to user groups defined in LDAPS, controlled by Systems Administrators. Systems Administrators are given the approved users list by Program Managers.

23. Describe handling of matching on attributes for authentication and authorization.

**Choice Answer:** Username and Password.

24. Describe how and where any sensitive data, including authentication information, is stored on clients, servers, and participating external devices. Is it cryptographically protected? If so, provide details.

**Choice Answer:** Sensitive data is stored on secured servers, behind Firewalls, Network Enclaves, and Authentication protections. It is not cryptographically protected. We don't store any data that is sensitive enough to require cryptographic protection. Choice Utilizes SSL SHA256 Https connections for communication between system-to-client.

#### E. 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.

**Choice Answer:** Feedback and requests from current ChoiceCRM users have significantly added to product functionality since its launch in 2014. Examples provided below. ChoiceCRM is constantly upgraded as new functionality is developed and released. Clients are notified of upcoming software releases, which occur overnight without user intervention, every 3-6 weeks.

Examples of Choice's response to client requested changes or improvements to the software:

Kansas State University needed tax functionality within their system allowing for separate line items instead of being included as part of the ticket price. Choice worked with the university to provide a tax solution that enabled them to customize their tax requirements based upon state needs.

**Tax  
Functionality**



Choice worked with The Mansion Theatre to create a reservations system for their consignment partners and group sales efforts. The functionality enabled them to build overarching accounts and attach multiple patron orders to that account and allowed to have invoices separated by account automatically created so that the unpaid transactions could be paid easily and efficiently by the partner

**Reservations and  
Invoicing**



James Madison University underwent a university wide payment processor upgrade to increase overall security. Choice worked with JMU to integrate with their preferred vendor, Bluefin, a P2PE solution. On the day of release, a Choice representative came on campus to make sure the implementation worked smoothly.

**University Wide  
Payment Integrations**



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

**Choice Answer:** Seating configuration changes may require additional costs - \$250 per chart.

3. Describe the procedures for obtaining services for all types of maintenance.

**Choice Answer:** Choice utilizes the Zendesk Support tool that tracks all support calls and emails. Clients have the ability to track all of their open and closed support tickets. Submitted calls and emails are acknowledged immediately through the Zendesk System, triaged and worked on in order of severity within an hour.

4. Specify customer support hours and any limitations on support outside of normal office hours. Specify emergency call response time. Provide Service Level Agreement for both test and production issues. Specify the priority levels and criteria used by Offeror to determine these priority levels for support. Provide response time metrics for all levels of support.

**Choice Answer:** Support is available for all Choice Ticketing clients Monday through Friday, 8am to 5pm MT as well as after-hours emergency support. Choice utilizes the Zendesk Support tool that tracks all support calls and emails. Clients can track all of their open and closed support tickets. Calls and emails are acknowledged immediately through the Zendesk System, triaged and worked on in order of severity within an hour.

Emergency support is available 24 hours a day, seven days a week. Emergency support is provided by the same team that answers calls during normal business hours. Calls placed during after-hours go to a pager and are generally returned within fifteen minutes.

Choice takes seriously the obligation to maintain a high level of up time with the system. Choice has taken great care in choosing its commercial data center and ensuring that there is full redundancy of data, that the system has a high level of availability, and that each client's data is backed up daily. Choice's contingency rests in this commercial data center and our staff's robust ability to troubleshoot any and all issues associated with this process.

5. Describe your escalation procedure. Provide specific representative (include name, title, direct contact information, and length of time with the Offeror) for escalation in the event of unresolved support issues.

**Choice Answer:** Choice Entertainment Technologies has developed an escalation path for any and all support and functionality queries. Our goal is to ensure that you receive prompt service and that you are informed of any progress on any complicated issues. Simply put, this new process should ensure that you receive the help you need, and it provides a clear path if that is not the case.

For all inquiries, **Support should be your first call.** Then, if needed, it will escalate as follows:

**Support > Technical Support Manager > Vice President of Operations**

1. **Support:** Your original call should always be to Support ([support@choicecrm.com](mailto:support@choicecrm.com)). They will take care of any of your immediate needs and questions. If necessary, they will raise any unsolved problems to the next level.
2. **Technical Support Manager:** Drew Carrier ([drewc@choicecrm.com](mailto:drewc@choicecrm.com)) is the next step in this process. Your Support Team will bring any larger issues to him directly to solve or push through to Development for a fix.
3. **Vice President:** Anything that requires a change to the software is immediately moved to MaryAnn O'Rourke ([maryanno@shubertticketing.com](mailto:maryanno@shubertticketing.com)). She will then prioritize your needs and move them into the development queue. Drew and MaryAnn will go over any fixes regularly so we can solve any issues as quickly as possible.

Throughout this process, an Account Manager is available to you to advocate for your needs, from training to feature requests.

**Ultimate Escalation Path Member**

Brian Roberts, Senior Vice President, Corporate Development and Strategy  
[brianr@choicecrm.com](mailto:brianr@choicecrm.com) - 714.316.0567

**F. Security:**

1. Complete and return Attachment G (Higher Education Cloud Vendor Assessment Tool) with your proposal, as per item V.A.1.b. submission instructions below.

**Choice Answer:** Please see attached HECVAT

2. If the offered solution in any way interacts with card holder data or redirects to a separate payment site, provide up to date, signed documentation that the offered solution and vendor is compliant with all PCI DSS requirements. Provide documentation of your most current PCI system scan and an up to date Attestation of Compliance (AOC). If the vendor and/or the offered solution is not PCI-DSS compliant, explain why the vendor/solution falls outside PCI-DSS scope and provide the most recent SOC 1 or SSAE-16 report.

**Choice Answer:** Please see Choice's Attestation of Compliance at the end of this document.



## Choice Entertainment Technologies

### Response to Pricing Schedule - Section X

#### X. PRICING SCHEDULE

- A. Licensing, including tier price breaks by volume – No Costs
- B. Implementation Services – No Costs
- C. Customization and Configuration Cost – Not Applicable as Choice does not provide custom programming
- D. Ongoing Maintenance and Support – See below
- E. Integrations – Not Applicable as Choice does not provide custom integrations
- F. Initial and Ongoing Training – No Costs
- G. Professional Services – New Seat Maps may cost \$250 per map. It is anticipated the University would continue to use existing maps
- H. All Other Cost (including optional costs) – Server Hosting and Internet Ticket Lease – See below. Email integrations with defined email provider would be priced separately by that third party.

As a current client, the pricing model will not change with the new contract. However, there is an approximately 5 percent increase from previous pricing. Pricing is simple and is outlined below.

Choice Pricing:

| Service                                | Cost Per Year |
|--|---------------|
| Annual Ongoing Maintenance and Support | \$18,900.00   |
| Annual Server Hosting                  | \$7,875.00    |
| Annual Internet Ticketing Lease        | \$7,300.00    |

## ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: Information Technology Services Addendum (**All Offerors are required to complete**)

Attachment F: Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form (**All Offerors are required to complete**)

Attachment G: Higher Education Cloud Assessment Tool (HECVAT) - attached as a separate Excel spreadsheet (**All Offerors are required to complete**)

## 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 - 28

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 #        |
|---|-------------------|--|-------------------------------|
| Freed Center/Ohio Northern University         | 11 years          | 525 Main Street, Ada, OH 04810                           | Dylan Wood 419.772.3150       |
| Saint Mary's College – Moreau Center          | 10 years          | Saint Mary's College Moreau Center, Notre Dame, IN 46556 | Richard Baxter 574.284.4619   |
| University of Texas Tyler R. Don Cowan Center | 12 years          | 3900 University Blvd., Tyler, Texas 75799                | Terri Holland 903.566.7266    |
| University of South Carolina Koger Center     | 13 years          | 1051 Greene Street, Columbia, SC 29201                   | Barbara Pelfrey 803.777.4538  |
| Alma Performing Arts Center                   | 14 years          | 103 East Main Street Alma, AR 72921                      | Teresa Schlabach 479.632.2129 |

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

Brian Roberts, 1301 Arapahoe Street, Suite 105, Golden, CO 80401 714-316-0567 brianr@choicecrm.com

5. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

[ ] YES [ X ] NO

IF YES, EXPLAIN:



## ATTACHMENT B

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

**Offeror Name: Choice Entertainment Technologies Preparer Name: Brian Roberts Date: 12/15/19**

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? 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 (SBSD)? 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 (SBSD)? 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 (SBSD)? 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 (SBSD) to be counted in the SWaM program. Certification applications are available through SBSD 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: Performing Arts Ticketing Software System RFP# FDC-1059

Date Form Completed: 12/15/19

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses  
for this Proposal and Subsequent Contract

Offeror / Proposer:

Choice Entertainment Technologies

1301 Arapahoe Street, Suite 105, Golden, CO 80401

Firm

Address

Brian Roberts (714) 316-0567

Contact Person/No.

| Sub-Contractor's<br>Name and Address | Contact Person &<br>Phone Number | SBSD<br>Certification<br>Number | Services or<br>Materials Provided | Total Subcontractor<br>Contract Amount<br>(to include change<br>orders) | Total Dollars Paid<br>Subcontractor to date<br>(to be submitted with request for<br>payment from JMU) |
|--------------------------------------|----------------------------------|---------------------------------|-----------------------------------|---|---|
| None                                 |                                  |                                 |                                   |   |   |
|                                      |                                  |                                 |                                   |   |   |
|                                      |                                  |                                 |                                   |   |   |
|                                      |                                  |                                 |                                   |   |   |
|                                      |                                  |                                 |                                   |   |   |
|                                      |                                  |                                 |                                   |   |   |
|                                      |                                  |                                 |                                   |   |   |

(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 \_\_\_\_\_.

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

CONTRACTOR:

PURCHASING AGENCY: 

## ATTACHMENT D

### Zone Map



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

### List of member institutions by zones

#### Zone 1

George Mason University (Fairfax)

#### Zone 4

University of Mary Washington (Fredericksburg)

#### Zone 7

Longwood University (Farmville)

#### Zone 3

University of Virginia (Charlottesville)

#### Zone 6

Virginia Commonwealth University (Richmond)

#### Zone 9

University of Virginia - Wise (Wise)

#### Zone 2

James Madison University (Harrisonburg)

#### Zone 5

College of William and Mary (Williamsburg)

Old Dominion University (Norfolk)

#### Zone 8

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

## ATTACHMENT E

### James Madison University Information Technology Services Addendum

CONTRACTOR NAME: Choice Entertainment Technologies

PRODUCT/SOLUTION: Performing Arts Ticketing Software System

#### Definitions:

- **Agreement:** The "Agreement" includes the contract, this addendum and any additional addenda and attachments to the contract, including the Contractor's Form.
  - **University:** "University" or "the University" means James Madison University, its trustees, officers and employees.
  - **University Data:** "University Data" is defined as any data that the Contractor creates, obtains, accesses, transmits, maintains, uses, processes, stores or disposes of in performance of the Agreement. It includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites.
  - **Personally Identifiable Information:** "Personally Identifiable Information" (PII) includes but is not limited to: Any information that directly relates to an individual and is reasonably likely to enable identification of that individual or information that is defined as PII and subject to protection by James Madison University under federal or Commonwealth of Virginia law.
  - **Security Breach:** "Security Breach" means a security-relevant event in which the security of a system or procedure involving University Data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
  - **Service(s):** "Service" or "Services" means any goods or services acquired by the University from the Contractor.
1. **Rights and License in and to University Data:** The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use the data as provided in the Agreement solely for the purpose of performing its obligations hereunder. The Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property.
  2. **Disclosure:** All goods, products, materials, documents, reports, writings, video images, photographs, or papers of any nature including software or computer images prepared or provided to the Contractor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
  3. **Data Privacy:**
    - a. Contractor will use University Data only for the purpose of fulfilling its duties under the Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by law.
    - b. University Data will not be stored outside the United States without prior written consent from the University.
    - c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under the Agreement. The Contractor will ensure that the Contractor's employees, and subcontractors when applicable, who perform work under the Agreement have received appropriate instruction as to how to comply with the data protection provisions of the Agreement and have agreed to confidentiality obligations at least as restrictive as those contained in this Addendum.



- i. If the Contractor will have access to the records protected by the Family Educational Rights and Privacy Act (FERPA), Contractor acknowledges that for the purposes of the Agreement it will be designated as a “school official” with “legitimate educational interests” in such records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use such records only for the purpose of fulfilling its duties under the Agreement for University’s and its End Users’ benefit, and will not share such data with or disclose it to any third party except as required by law or authorized in writing by the University. Contractor acknowledges that its access to such records is limited to only those directly related to and necessary for the completion of Contractor’s duties under the Agreement.
  - d. The Contractor shall be responsible and liable for the acts and omissions of its subcontractors, including but not limited to third-party cloud hosting providers, and shall assure compliance with the requirements of the Agreement.
- 4. **Data Security:**
  - a. Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
  - b. Contractor will store and process University Data in a secure site and will provide a SOC 2 or other security report deemed sufficient by the University from a third-party reviewer along with annual updated security reports. If the Contractor is using a third-party cloud hosting company such as AWS, Rackspace, etc., the Contractor will obtain the security audit report from its hosting company and give the results to the University. The University should not have to request the report directly from the hosting company.
  - c. Contractor will use industry-standards and up-to-date security tools, technologies and practices such as network firewalls, anti-virus, vulnerability scans, system logging, intrusion detection, 24x7 system monitoring, and third-party penetration testing in providing services under the Agreement.
  - d. Without limiting the foregoing, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at AES 256 or stronger.
- 5. **Data Authenticity, Integrity and Availability:**
  - a. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is “preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic records as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.”
  - b. Contractor will ensure backups are successfully completed at the agreed interval and that restoration capability is maintained for restoration to a point-in-time and/or to the most current backup available.
  - c. Contractor will maintain an uptime of 99.99% or greater as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations, excluding regularly scheduled maintenance time.
- 6. **Employee Background Checks and Qualifications:**
  - a. Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Agreement including but not limited to all terms relating to data and intellectual property protection.

- b. If the Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, the Contractor shall perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

**7. Security Breach:**

- a. Response: Immediately (within one day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
- b. Liability:
  - i. If Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach caused by Contractor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.
  - ii. If Contractor will NOT under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs reasonably incurred by the University in investigation and remediation of any Security Breach caused by Contractor.

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

- a. Except as otherwise expressly prohibited by law, Contractor will:
  - i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
  - ii. consult with the University regarding its response;
  - iii. cooperate with the University's requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
  - iv. Upon the University's request, provide the University with a copy of its response.
- b. Contractor will make itself and any employees, contractors, or agents assisting in the performance of its obligations under the Agreement, available to the University at no cost to the University based upon claimed violation of any laws relating to security and/or privacy of the data that arises out of the Agreement. This shall include any data preservation or eDiscovery required by the University.
- c. The University may request and obtain access to University Data and related logs at any time for any reason and at no extra cost.

**9. Data Transfer Upon Termination or Expiration:**

- a. Contractor's obligations to protect University Data shall survive termination of the Agreement until all University Data has been returned or securely destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.
- b. Upon termination or expiration of the Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 60 days of termination of the Agreement. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
- c. In the event that the University requests destruction of its data, Contractor agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University.
- d. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Contractor will also provide, as applicable, a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new service, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

**10. Audits:**

- a. The University reserves the right in its sole discretion to perform audits of the Contractor to ensure compliance with the terms of the Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If Contractor must under the Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, Contractor will at its expense conduct or have conducted at least annually a(n):
  - i. American Institute of CPAs Service Organization Controls 2 (SOC 2) audit, or other independent security audit with audit objectives deemed sufficient by the University, which attests to Contractor's security policies, procedures, and controls. Contractor shall also submit such documentation for any third-party cloud hosting provider(s) they may use (e.g. AWS, Rackspace, Azure, etc.) and for all subservice providers or business partners relevant to the Agreement. Contractor shall also provide James Madison University with a designated point of contact for the SOC reports and risks related to the contract. This person shall address issues raised in the SOC reports of the Contractor and its relevant providers and partners, and respond to any follow up questions posed by the University in relation to technology systems, infrastructure, or information security concerns related to the contract.
  - ii. vulnerability scan of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement; and
  - iii. formal penetration test performed by qualified personnel of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement.
- c. Additionally, Contractor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Agreement. The University may require, at University

expense, the Contractor to perform additional audits and tests, the results of which will be provided promptly to the University.


**11. Compliance:**

- a. Contractor will comply with all applicable laws and industry standards in performing services under the Agreement. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.
- b. To the extent applicable to the design and intended use of the service, Contractor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Contractor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.

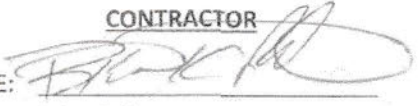
- 12. No End User Agreements:** Any agreements or understandings, whether electronic, click through, verbal or in writing, between Contractor and University employees or other end users under the Agreement that conflict with the terms of the Agreement, including but not limited to this Addendum, shall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

IN WITNESS WHEREOF, the parties have caused this addendum to be duly executed, intending thereby to be legally bound. In the event of conflict or inconsistency between terms of the Agreement and this Addendum, the terms of this Addendum shall prevail.

**JAMES MADISON UNIVERSITY**

SIGNATURE:   
PRINTED NAME: Doug Chester  
TITLE: Buyer Senior  
DATE: 6/10/2020

**CONTRACTOR**

SIGNATURE:   
PRINTED NAME: Brian Roberts  
TITLE: Senior Vice President  
DATE: 12/15/19

REV. January 30, 2019



## ATTACHMENT F

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

**AGENCY NAME:** James Madison University

**CONTRACTOR NAME:** Choice Entertainment Technologies

**DATE:** 12/15/19

The Commonwealth and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor. This addendum, duly executed by the parties, is attached to and hereby made a part of the contract. In the event that the Vendor enters into terms of use agreements or other agreements of understanding with University employees and students (whether electronic, click-through, verbal, or in writing), the terms and conditions of this Agreement shall prevail.

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

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

The Contractor's form contract is, with the exceptions noted herein, acceptable to the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the Commonwealth, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, none of the following paragraphs **1 through 18** shall have any effect or be enforceable against the Commonwealth:

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

10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury. The parties agree that this clause does not extend the Contractor's liability beyond its own acts or those of its agents/employees;
12. Permitting unilateral modification of this contract by the Contractor;
13. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
14. Obligating the Commonwealth to pay costs of collection or attorney's fees;
15. Granting the Contractor a security interest in property of the Commonwealth;
16. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the Commonwealth.
17. Requiring the "confidentiality" of the agreement, in whole or part, without (i) invoking the protection of Section 2.2-4342F of the Code of Virginia in writing prior to signing the agreement (ii) identifying the data or other materials to be protected, and (iii) stating the reasons why protection is necessary.
18. Requiring the Commonwealth to reimburse for travel and living expenses in excess of the agency policy located at <https://www.jnu.edu/financemanual/procedures/4215mie.shtml>

This contract may be renewed annually by the Commonwealth after the expiration of the initial term under the terms and conditions of the original contract except as noted herein. If the Commonwealth elects to exercise the option to renew the contract for an additional renewal period, the contract price(s) for the succeeding renewal period shall not exceed the contract price(s) of the previous contract term increased/decreased by no more than the percentage increase/decrease of the "Other Services" category of the CPI-W of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

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

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

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

AGENCY by 

Title Buyer Senior

Printed Name Doug Chester

CONTRACTOR by 

Title Senior Vice President. Choice Entertainment Technologies

Printed Name Brian Roberts

April, 2017































## List of Higher Education

| Education Venue   | Address  | Contact   |
|---|--|---|
| Queensborough Community College   | Performing Arts Center<br>222-05 56th Avenue                                     | Susan Agin - <a href="mailto:sagin@qcc.cuny.edu">sagin@qcc.cuny.edu</a> , 718-631-6311                    |
| Freed Center - Ohio Northern University                                   | 525 S. Main Street   | Dylan Wood, <a href="mailto:d-wood.2@onu.edu">d-wood.2@onu.edu</a> , 419-772-3150                         |
| Florida State University - School of Music                                | FSU College of Music<br>P.O. Box 3061180   | Grady Enlow - <a href="mailto:genlow@fsu.edu">genlow@fsu.edu</a> , (850) 644-4296                         |
| Butler County Comm College Cultural Ctr                                   | Succop Theatre<br>College Drive<br>PO BOX 1203                                   | Larry Stock - <a href="mailto:larry.stock@bc3.edu">larry.stock@bc3.edu</a> , 724-287-8711                 |
| Brandeis University (formerly SPIN)                                       | Brandeis Tickets<br>Department of Student Activities<br>P. O. Box 549110, MS 203 | Leigh Hilderbrandt - <a href="mailto:leighhi@brandeis.edu">leighhi@brandeis.edu</a> , 781-736-3398        |
| Westminster College<br>Celebrity Series                                   | 319 S. Market St.  | Georgene Gib - <a href="mailto:gibg@westminster.edu">gibg@westminster.edu</a> , 724-946-7354              |
| James Madison University  | Wine Price Building, First Floor<br>752 Ott Street<br>MSC 5720                   | Regan Byrne - <a href="mailto:byrne2rm@jmu.edu">byrne2rm@jmu.edu</a> , 540-568-4393                       |
| University of South Carolina - Koger Center/Carolina Coliseum             | Accounts Payable<br>Department<br>University of South Carolina                   | Barbara Pelfrey - <a href="mailto:BARBARAP@mailbox.sc.edu">BARBARAP@mailbox.sc.edu</a> , 803-777-4538     |
| U of Texas-Tyler/R. Don Cowan Center                                      | 3900 University Blvd.  | Terri Holland - <a href="mailto:tholland@uttyler.edu">tholland@uttyler.edu</a> , 903-566-7266             |
| Saint Mary's College  | Office of Special Events-<br>St. Mary's 260 Moreau<br>Center for the Arts        | Richard Baxter - <a href="mailto:rbaxter@saintmarys.edu">rbaxter@saintmarys.edu</a> , 574-284-4619        |
| Macomb Center for the Performing Arts                                     | 14500 E. 12 Mile Road  | William "Woody" Wood - <a href="mailto:woodw01@macomb.edu">woodw01@macomb.edu</a> , 586.286.2161          |
| Jackson College   | Potter Center Ticket Office<br>2111 Emmons Road                                  | Penny Janiak - <a href="mailto:penny_janiak@jccmi.edu">penny_janiak@jccmi.edu</a> , 517-796-8600          |
| College of St. Benedict/St. Johns University                              | Benedicta Arts Center<br>37 S. College Ave.                                      | Deb Lehman - <a href="mailto:dlehman@csbsju.edu">dlehman@csbsju.edu</a> , (320) 363-2556                  |
| James Lumber Center for the Performing Arts at the College of Lake County | 19351 West Washington Street   | Gwethalyn Bronner - <a href="mailto:gbronner@clcollinois.edu">gbronner@clcollinois.edu</a> , 847-543-2685 |
| University of Utah, Kingsbury Hall (Utah Presents)                        | 1395 E. Presidents Circle  | Brooke Day - <a href="mailto:brooke.day@utah.edu">brooke.day@utah.edu</a> , 801-585-5645                  |
| University of Mary Washington   | 1301 College Avenue  | Gregg Stull - <a href="mailto:gstull@umw.edu">gstull@umw.edu</a> , 540-654-1982                           |
| SUNY Potsdam  | 44 Pierrepont Avenue   | Jason Dominie - <a href="mailto:dominijl@potSDam.edu">dominijl@potSDam.edu</a> , 315-267-3763             |



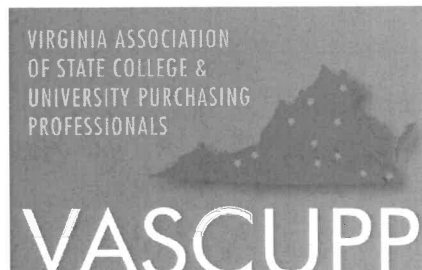
# Request for Proposal

## **RFP# FDC-1059**

**Performing Arts Ticketing Software System**

**November 21, 2019**

**James Madison University will be close from  
November 25<sup>th</sup> through November 29<sup>th</sup>**



# **REQUEST FOR PROPOSAL**

## **RFP# FDC-1059**

**Issue Date:** November 21, 2019  
**Title:** Performing Arts Ticketing Software System  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

**Period of Contract: From Date of Award Through Two Years (Renewable)**

**Sealed Proposals Will Be Received Until 2:00 PM on 12/18/2019 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: Doug Chester, Buyer Senior, Procurement Services, [chestefd@jmu.edu](mailto:chestefd@jmu.edu); 540-568-4272; (Fax) 540-568-7935 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)

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

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

Web Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax #: \_\_\_\_\_

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 an 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 # FDC-1059*

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## **I. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide a box office ticketing software system for the Forbes Center for the Performing Arts at James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for (2) two years with an option to renew for 4 (four) additional (2) two years periods.

## **II. BACKGROUND**

The Forbes Center for the Performing Arts at James Madison University is the premier performing arts center in the Shenandoah Valley. James Madison University is a four-year public institution in Virginia with an enrollment of more than 21,000 students. Opened in 2010, the Forbes Center has five state-of-the-art performance venues where audiences come together to enjoy world class performances from internationally recognized professional artists, renowned faculty members, and emerging young talent from JMU's School of Music and School of Theatre and Dance. The Forbes Center presents over 180 ticketed performances a year. The venues also host another 100 non-ticketed events every year including student recitals, events, etc.

The Forbes Center venues include the 600 seat Concert Hall, 450 seat Mainstage Theatre, 200 seats Earlynn J. Miller Dance Theatre, the flexible Studio Theatre black box theatre (200 max seats) and the 198 seat Recital Hall. A few times a year, the Forbes Center also sells and tickets performances in three other venues on campus – Wilson Hall (1,233 seats), Memorial Hall (1,000 seats) and the Convocation Center (3,000 seats) and use satellite ticket locations. These venues have seating maps within the ticket system.

The College of Visual and Performing Arts is the academic home to the School of Theatre and Dance, the School of Music, and the School of Art, Design and Art History.

The Forbes Center Box Office has (1) one full-time Box Office Manager. This position is assisted by a full-time Theatre Management Associate who assists with cash deposits and as back up as required for performances and day-to-day management. Three (3) Student Managers and nine (9) part-time ticket Sales associates make up the remainder of the staff.

During the 2018-2019 Season, the Box Office sold:

6,694 Complementary Tickets  
31,239 Single Tickets  
5,875 Subscriber Tickets  
410 Group Tickets

### **Current Ticketing Software System Overview**

The current system utilized by the Forbes Center is provided by Choice Ticketing Systems.

The Forbes Center processes the following types of tickets.

- Single
- Subscription
- Group
- Complementary

The Forbes Center sells tickets for events in five primary venues and three off site venues (used very rarely). The venues are a mix of reserved seating and general admission spaces and are all built in the ticket system.

- Concert Hall – 600 seats – Reserved seating
- Mainstage Theatre – 450 seats – Reserved seating
- Recital Hall – 198 seats – Reserved seating
- Studio Theatre – 60 to 200 seats / flexible black box – General Admission
- Earlyynn J. Miller Dance Theatre – 200 seats – General Admission
- Wilson Hall – 1233 (ticketed a maximum two times per season) GA and Reserved seating
- Memorial Hall – (rarely ticket this venue) – GA and Reserved seating
- Convocation Center (ticketed a maximum one time per season) – GA and Reserved seating

The Forbes Center sells tickets via the current system in person, over the phone, by mail order, and online. The current system has the following capabilities or features:

- Ability to accept multiple payment options
- Ability to accept multiple forms of payment during a single transaction
- Flexible subscription options
- Group sale functionality
- Creation of multiple seller profiles
- Customizable seller permissions
- Application of discounts (online and at box office)
- Robust reporting functionality – pre-populated reports and ad-hoc reports
- App-based ticket scanning software
- Gift Certificates
- Maintenance tools system end users
- Email marketing options
- Complies with all PCI standards
- Ticket servers maintained by ticket provider
- Software that is integrated with Bluefin Payment Systems for validated Point-to-Point Encryption technology/service
- Customer service - 24/7 customer help line with quick response times

### **III. SMALL, WOMAN-OWNED AND MINORITY 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

It is anticipated that the ticketing software system should provide James Madison University with a system that allows the University to have full data ownership and full control over convenience/customer fees and ticket prices.

The proposed system should be capable of providing features/capabilities similar to the ones outlined in Section II.

The offeror shall have available and be able to demonstrate the use and functions of the following components and/or features for a ticketing software 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:

The online ticketing software system should be web based and accessible with standard web browsers.

#### 1. Venue and Event Management:

Describe how system handles all aspects of venue and space-related bookings.

#### 2. Box Office/Ticketing:

Describe ticketing, subscription and box office operations, including seating and pricing flexibility.

- a. Detail both single and season ticket processes, including, but not limited to selling of tickets, handling of payments, renewal procedures for flex and set season tickets, exchanges (single & season), refunds, Patron accounts and history, methods to track complimentary tickets, event setup and modification (including seating manifests, ticket types, ticket layout, etc.), group sales, season tickets/renewals, printing of invoices, purchasing of gift certificates and merchandise, barcode scanning, etc.
- b. Describe in detail the data collected on a purchaser.
- c. Describe all reports in detail, including daily summary reports and how reporting works for the secondary box offices/other.
- d. Describe printing/reprinting/batch printing, holds/held seats, payments of quick sales and on accounts, methods of ticket delivery, including at home printing of tickets, variable price options, etc.
- e. Describe in detail the ability of the system to support and enhance the activities of the JMU box office with regard to discount codes and operations and any other unique qualities of the system with regard to these operations.

3. Customer Relations Management:

- a. Describe how the system captures customer information, including subscriptions, donations, customer scratch data/ticket needs, and current and historical ticket history.
- b. Describe the underling CUM technology and how your application integrates with other CRM systems such as Salesforce or Microsoft Dynamix.

4. Marketing:

Describe how the ticketing system would be able to assist with marketing events at JMU, including but not limited to, database marketing, email blasts, direct mail, POP (Point of Purchase), internet, and other avenues, elaborate on integrated database marketing product proposed and the details and benefits of your solution.

5. Web Transactions;

Describe the proposed system's online ticketing system and patron interface.

B. Application Technology:

1. Describe your overall approach to providing mobile access to the application, concluding Offer's technology roadmap for support of hand-held computing device.
2. Describe your support for mobile technologies including technology used, distribution method, functionality, integration, and development toolset and security
3. Describe any transactions or functions that are not done on a real time basis and list batch jobs required for this function.
4. Describe how patron and agent menus are used within the system and if menus are customizable and/or configurable. Define what customizable and configurable mean for your application.
5. Describe how the user can configure or customize all forms, reports, input/output screens, formats, etc., to brand the application for JMU. Define what modifiable, customizable and configurable mean for your application.
6. Describe ability to provide method(s) of electronic payment to the University.
7. Describe vendor's ability to integrate with Bluefin Payment Systems or other validated Point-to-Point Encryption technology/service as a payment card gateway and provide all hardware, software, and services to receive, process, and return Credit Card payment transactions and electronic check transactions via a link from JMU's website(s).
8. Describe the level of integration required to accommodate your payment process.
9. Describe the timing of the University's receipt of:
  - a. The approved payment transaction for posting to the subsidiary system.
  - b. The deposit to the University's bank account for the approved payment.

10. Describe what the customer would see on their credit card billing after making a payment through your system.
11. Describe customer payment acknowledgement.
12. Describe the process if a credit card payment is declined. Indicate how the customer is informed and any information received by the University from this transaction.
13. Indicate the credit cards that may be accepted by your system. Indicate your ability for the University to restrict this list to only certain cards.
14. Describe how a refund would be issued to the credit card using your system. Indicate any fees (or reduction in fees) that would result from the refund.
15. Describe, how, if at all, credit card information is stored locally by your system.

C. Services:

1. Describe your 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 the project management and implementation service that shall be provided to the University from the Contractor. Include a sample implementation and project plan.

D. Technical:

1. Describe all responsibilities of both the contractor and University in the isolation and diagnosis of system failures.
2. Describe your approach to test and production environments including licensing requirements, provide any additional costs in Section X. Pricing Schedule, and availability of test environments post go-live.
3. Describe your relationship with the vendor(s) of any third-party tools (e.g. SMS vendors, reporting tools, application server, etc.) included in this proposal including licensing, costs (provide in Section X. Pricing Schedule), support for the product(s), and version (e.g. full or modified).
4. Describe active user groups and how they function.
5. Describe the process for determining enhancements that will be made to the application.
6. Describe how configuration and customization affects future releases of software (e.g. level of support provided).
7. Experience: Describe offeror's experience in providing the proposed resources to higher education institutions, namely institutions who are using PeopleSoft Campus Solutions and PeopleSoft Interaction Hub. Provide a list of higher education institutions, with contact information, and current platform where this system is currently running in a production environment.



8. Longevity: Describe the length of time offeror has been actively engaged in providing the proposed resources to higher education institutions. Describe your track record of developing and implementing such systems.
9. Personnel: Provide general descriptions of experience of personnel with whom the University staff will be expected to work with on a regular basis.
10. Provide specific representative (include name, title, direct contact information, and length of time with the Offeror) for the initial project and continued customer support and technical assistance during the term of the contract. Contractor shall be responsible for updating the University with any change in representatives.
11. Describe the nature of continuing research and development performed to detect and correct problems in the system design, to improve efficiency and/or to enhance the capabilities of the system proposed.
12. Describe your customer resource site/s (e.g. documentation, troubleshooting FAQ, product information, release notes, upgrade and patch information, customer community site/s, and product feature requests).
13. Describe Role-based Security architecture within the application. Include details about Role configuration and flexibility. Include an example Role Matrix if applicable.
14. Describe system support for defining and creating administrative and user accounts, including how accounts are assigned permissions to perform various actions in the system. Describe the process for maintaining and deleting user accounts, including the deletion of automated reminders to users and administrators.
15. Describe the ability to support delegation of duties in the application.
16. Discuss how 'guest' accounts and/or guest access is supported for the academic planning tool(s).
17. Describe authentication options. Include information regarding the use of Shibboleth. Discuss authentication between components and between the product and external services (example single sign-on). Discuss any limitations of using JMU's Authentication Services and/or Shibboleth.
18. Describe vendor membership to the InCommon Federation. If existing membership does not exist, explain future plans, if any, to become a member.
19. Describe your use of authentication credentials and associated attributes, group membership, roles, etc. to make authorization decisions. Include method(s) and granularity of authorization access to data and services.
20. 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. Describe the level of support for Web Accessibility standards, specifically the level of Web Content Accessibility Guidelines that your product supports.
21. Describe licensing. If licensing is based on number of users, describe the models used to obtain numbers both for current and future usage.

22. Describe use of LDAP(S) for authentication and/or authorization. Describe handling access to licensed content where access must be restricted.
23. Describe handling of matching on attributes for authentication and authorization.
24. Describe how and where any sensitive data, including authentication information, is stored on clients, servers, and participating external devices. Is it cryptographically protected? If so, provide details.

E. 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 services that may be required in the normal course of operating the system that are not covered under the maintenance contract.
3. Describe the procedures for obtaining services for all types of maintenance.
4. Specify customer support hours and any limitations on support outside of normal office hours. Specify emergency call response time. Provide Service Level Agreement for both test and production issues. Specify the priority levels and criteria used by Offeror to determine these priority levels for support. Provide response time metrics for all levels of support.
5. Describe your escalation procedure. Provide specific representative (include name, title, direct contact information, and length of time with the Offeror) for escalation in the event of unresolved support issues.

F. Security:

1. Complete and return Attachment G (Higher Education Cloud Vendor Assessment Tool) with your proposal, as per item V.A.1.b. submission instructions below.
2. If the offered solution in any way interacts with card holder data or redirects to a separate payment site, provide up to date, signed documentation that the offered solution and vendor is compliant with all PCI DSS requirements. Provide documentation of your most current PCI system scan and an up to date Attestation of Compliance (AOC). If the vendor and/or the offered solution is not PCI-DSS compliant, explain why the vendor/solution falls outside PCI-DSS scope and provide the most recent SOC 1 or SSAE-16 report.

## 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 four (4) 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 (*flash drive*)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Return HECVAT Attachment with the electronic copy as a separate Excel file (per item V.B.8.). 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 all 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 an addendum, 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 modification 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 shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
  - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The

proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
  - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
  - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall 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 submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

## **B. SPECIFIC PROPOSAL INSTRUCTIONS**

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

- 1. Return RFP cover sheet and all addenda acknowledgements, 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 be 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 (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) 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. Sign and return the JMU IT Services Addendum, included as *Attachment F* to this RFP, which shall be included as part of a resulting contract and govern in the event of conflict with all Contractor's license agreements, privacy policies, forms, etc.
7. Sign and return the Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form, included as *Attachment G* to this RFP, which shall be included as part of a resulting contract and shall govern in the event of conflict with all Contractor's license agreements, forms, etc.
8. Completed Higher Education Cloud Assessment Tool (HECVAT), included as *Attachment G* to this RFP. **The HECVAT should be returned as an Excel file on a CD or flash drive (reference Section V.A.1.b.).**
9. 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](http://www.VASCUPP.org).
10. 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 intended purposes
2. Qualifications and experiences of Offer in providing the goods/services
3. Specific plan or methodology to be used to perform the services
4. Participation of Small, Women-Owned, and Minority (SWaM) Business
5. Cost

Allocation of points for evaluation criteria will be published to the eVA solicitation posting prior to the closing date and time.



- B. AWARD TO MULTIPLE OFFERORS: 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 reserves the right to make multiple awards as a result of this solicitation. 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

- 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 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 subcontractors, 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 condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
  4. The 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 proposal under this solicitation, the 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 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 \$100,000, 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](http://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:** An 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 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](http://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 offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
  - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
  - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).
3. 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. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. 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.

## 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 #     |      |
|                             | 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 540/568-7935.

F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) two (2) year period 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](http://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 offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-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 SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No 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 (SBSD) by the due date for receipt of 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 SBSD 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 (SBSD) 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 (SBSD)-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. 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.

- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.

- Q. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students, and affiliates 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. *This shall include FTL, which is a term of art and consists of federal tax returns and return information (and information derived from it) that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code (IRC) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTL is categorized as sensitive but unclassified information and may contain personally identifiable information (PII).* 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.
- R. 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.
- S. LATEST SOFTWARE VERSION: Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.
- T. RENEWAL OF MAINTENANCE: Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for additional one-year periods, under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by more than the percentage increase or decrease in the other services category of the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.
- U. SOFTWARE 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.
- V. 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.

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

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

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

1. **Payment Processing:** James Madison University does not process payments over a secure network and relies solely on Point to Point encryption. All vendors with network connected solutions that process payments or redirect to a payment processor are required to use a validated Point-to-Point (P2Pe) solution for all in person, by phone or mail transactions. Vendors currently not utilizing a validated P2Pe solution are required to integrate with a payment processor and/or encryption service providing validated P2Pe encryption prior to payment processing at JMU. *(The university currently uses Bluefin Payment Systems in all locations and the solution must be validated)*

Describe your proposed solution’s payment processing system. Make sure to address P2Pe encryption and if it integrates with any existing PCI-validated P2Pe systems, like Bluefin.

2. Provide the following if the proposed solution processes card holder data or redirects to a separate payment site:
  - a. Up-to-date, signed documentation that the proposed solution and firm is compliant with all PCI-DSS requirements.
  - b. Documentation of your firm’s most recent PCI system scan and the signature page from your Attestation of Compliance (AOC).

- c. If your firm and/or the proposed solution is not PCI-DSS compliant, explain why your firm/solution falls outside PCI-DSS scope and provide the most recent SOC 1 or SSAE-16 report.

## 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/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-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. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Providing pricing for items requested in the Statement of Needs, including but not limited to potential costs listed below:

- A. Licensing, including tier price breaks by volume
- B. Implementation Services
- C. Customization and Configuration Cost
- D. Ongoing Maintenance and Support
- E. Integrations
- F. Initial and Ongoing Training
- G. Professional Services
- H. All Other Cost (including optional costs)

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to <https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

## XI. ATTACHMENTS

- Attachment A: Offeror Data Sheet  
Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan  
Attachment C: Standard Contract Sample  
Attachment D: Zone Map  
Attachment E: Information Technology Services Addendum (**All Offerors are required to complete**)  
Attachment F: Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form (**All Offerors are required to complete**)  
Attachment G: Higher Education Cloud Assessment Tool (HECVAT) - attached as a separate Excel spreadsheet (**All Offerors are required to complete**)



## 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<br>PERSON/PHONE # |
|--------|-------------------|---------|---------------------------|
|--------|-------------------|---------|---------------------------|

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

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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: \_\_\_\_\_

|  |
|--|
|  |
|  |
|  |

## 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 (SBSD)? 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 (SBSD)? 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 (SBSD)? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? 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 (SBSD) to be counted in the SWaM program. Certification applications are available through SBSD 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: \_\_\_\_\_ Date Form Completed: \_\_\_\_\_

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses  
for this Proposal and Subsequent Contract

Offeror / Proposer: \_\_\_\_\_

Firm \_\_\_\_\_ Address \_\_\_\_\_ Contact Person/No. \_\_\_\_\_

| Sub-Contractor's<br>Name and Address | Contact Person &<br>Phone Number | SBSD<br>Certification<br>Number | Services or<br>Materials Provided | Total Subcontractor<br>Contract Amount<br>(to include change orders) | Total Dollars Paid<br>Subcontractor to date<br>(to be submitted with request for<br>payment from JMU) |
|--------------------------------------|----------------------------------|---------------------------------|-----------------------------------|--|---|
|                                      |                                  |                                 |                                   |  |   |
|                                      |                                  |                                 |                                   |  |   |
|                                      |                                  |                                 |                                   |  |   |
|                                      |                                  |                                 |                                   |  |   |
|                                      |                                  |                                 |                                   |  |   |
|                                      |                                  |                                 |                                   |  |   |
|                                      |                                  |                                 |                                   |  |   |

*(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 service 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 for \_\_\_\_\_
- (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: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

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

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

## ATTACHMENT D

### Zone Map



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

### List of member institutions by zones

#### Zone 1

George Mason University (Fairfax)

#### Zone 4

University of Mary Washington (Fredericksburg)

#### Zone 7

Longwood University (Farmville)

#### Zone 2

James Madison University (Harrisonburg)

#### Zone 5

College of William and Mary (Williamsburg)

Old Dominion University (Norfolk)

#### Zone 8

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

#### Zone 3

University of Virginia (Charlottesville)

#### Zone 6

Virginia Commonwealth University (Richmond)

#### Zone 9

University of Virginia - Wise (Wise)

## ATTACHMENT E

### James Madison University Information Technology Services Addendum

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

PRODUCT/SOLUTION: \_\_\_\_\_

#### Definitions:

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

1. **Rights and License in and to University Data:** The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use the data as provided in the Agreement solely for the purpose of performing its obligations hereunder. The Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property.
2. **Disclosure:** All goods, products, materials, documents, reports, writings, video images, photographs, or papers of any nature including software or computer images prepared or provided to the Contractor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
3. **Data Privacy:**
  - a. Contractor will use University Data only for the purpose of fulfilling its duties under the Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by law.
  - b. University Data will not be stored outside the United States without prior written consent from the University.
  - c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under the Agreement. The Contractor will ensure that the Contractor's employees, and subcontractors when applicable, who perform work under the Agreement have received appropriate instruction as to how to comply with the data protection provisions of the Agreement and have agreed to confidentiality obligations at least as restrictive as those contained in this Addendum.



- i. If the Contractor will have access to the records protected by the Family Educational Rights and Privacy Act (FERPA), Contractor acknowledges that for the purposes of the Agreement it will be designated as a "school official" with "legitimate educational interests" in such records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use such records only for the purpose of fulfilling its duties under the Agreement for University's and its End Users' benefit, and will not share such data with or disclose it to any third party except as required by law or authorized in writing by the University. Contractor acknowledges that its access to such records is limited to only those directly related to and necessary for the completion of Contractor's duties under the Agreement.
- d. The Contractor shall be responsible and liable for the acts and omissions of its subcontractors, including but not limited to third-party cloud hosting providers, and shall assure compliance with the requirements of the Agreement.

#### **4. Data Security:**

- a. Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
- b. Contractor will store and process University Data in a secure site and will provide a SOC 2 or other security report deemed sufficient by the University from a third-party reviewer along with annual updated security reports. If the Contractor is using a third-party cloud hosting company such as AWS, Rackspace, etc., the Contractor will obtain the security audit report from its hosting company and give the results to the University. The University should not have to request the report directly from the hosting company.
- c. Contractor will use industry-standards and up-to-date security tools, technologies and practices such as network firewalls, anti-virus, vulnerability scans, system logging, intrusion detection, 24x7 system monitoring, and third-party penetration testing in providing services under the Agreement.
- d. Without limiting the foregoing, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at AES 256 or stronger.

#### **5. Data Authenticity, Integrity and Availability:**

- a. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is "preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic records as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration."
- b. Contractor will ensure backups are successfully completed at the agreed interval and that restoration capability is maintained for restoration to a point-in-time and/or to the most current backup available.
- c. Contractor will maintain an uptime of 99.99% or greater as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations, excluding regularly scheduled maintenance time.

**6. Employee Background Checks and Qualifications:**

- a. Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Agreement including but not limited to all terms relating to data and intellectual property protection.
- b. If the Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, the Contractor shall perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

**7. Security Breach:**

- a. Response: Immediately (within one day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
- b. Liability:
  - i. If Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach caused by Contractor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.
  - ii. If Contractor will NOT under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs reasonably incurred by the University in investigation and remediation of any Security Breach caused by Contractor.

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

- a. Except as otherwise expressly prohibited by law, Contractor will:
  - i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
  - ii. consult with the University regarding its response;
  - iii. cooperate with the University's requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and

- iv. Upon the University's request, provide the University with a copy of its response.
- b. Contractor will make itself and any employees, contractors, or agents assisting in the performance of its obligations under the Agreement, available to the University at no cost to the University based upon claimed violation of any laws relating to security and/or privacy of the data that arises out of the Agreement. This shall include any data preservation or eDiscovery required by the University.
- c. The University may request and obtain access to University Data and related logs at any time for any reason and at no extra cost.

**9. Data Transfer Upon Termination or Expiration:**

- a. Contractor's obligations to protect University Data shall survive termination of the Agreement until all University Data has been returned or securely destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.
- b. Upon termination or expiration of the Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 60 days of termination of the Agreement. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
- c. In the event that the University requests destruction of its data, Contractor agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University.
- d. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Contractor will also provide, as applicable, a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new service, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

**10. Audits:**

- a. The University reserves the right in its sole discretion to perform audits of the Contractor to ensure compliance with the terms of the Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If Contractor must under the Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, Contractor will at its expense conduct or have conducted at least annually a(n):
  - i. American Institute of CPAs Service Organization Controls 2 (SOC 2) audit, or other independent security audit with audit objectives deemed sufficient by the University, which attests to Contractor's security policies, procedures, and

controls. Contractor shall also submit such documentation for any third-party cloud hosting provider(s) they may use (e.g. AWS, Rackspace, Azure, etc.) and for all subservice providers or business partners relevant to the Agreement. Contractor shall also provide James Madison University with a designated point of contact for the SOC reports and risks related to the contract. This person shall address issues raised in the SOC reports of the Contractor and its relevant providers and partners, and respond to any follow up questions posed by the University in relation to technology systems, infrastructure, or information security concerns related to the contract.

- ii. vulnerability scan of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement; and
  - iii. formal penetration test performed by qualified personnel of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement.
- c. Additionally, Contractor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Agreement. The University may require, at University expense, the Contractor to perform additional audits and tests, the results of which will be provided promptly to the University.

**11. Compliance:**

- a. Contractor will comply with all applicable laws and industry standards in performing services under the Agreement. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.
- b. To the extent applicable to the design and intended use of the service, Contractor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Contractor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.

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

IN WITNESS WHEREOF, the parties have caused this addendum to be duly executed, intending thereby to be legally bound. In the event of conflict or inconsistency between terms of the Agreement and this Addendum, the terms of this Addendum shall prevail.

**JAMES MADISON UNIVERSITY**

**CONTRACTOR**

SIGNATURE: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

## ATTACHMENT F

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

AGENCY NAME: James Madison University

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

DATE: \_\_\_\_\_

The Commonwealth and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor. This addendum, duly executed by the parties, is attached to and hereby made a part of the contract. In the event that the Vendor enters into terms of use agreements or other agreements of understanding with University employees and students (whether electronic, click-through, verbal, or in writing), the terms and conditions of this Agreement shall prevail.

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

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

The Contractor's form contract is, with the exceptions noted herein, acceptable to the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the Commonwealth, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, none of the following paragraphs 1 through 18 shall have any effect or be enforceable against the Commonwealth:

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

11. Limiting the liability of the Contractor for property damage or personal injury. The parties agree that this clause does not extend the Contractor's liability beyond its own acts or those of its agents/employees;
12. Permitting unilateral modification of this contract by the Contractor;
13. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
14. Obligating the Commonwealth to pay costs of collection or attorney's fees;
15. Granting the Contractor a security interest in property of the Commonwealth;
16. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the Commonwealth.
17. Requiring the "confidentiality" of the agreement, in whole or part, without (i) invoking the protection of Section 2.2-4342F of the Code of Virginia in writing prior to signing the agreement (ii) identifying the data or other materials to be protected, and (iii) stating the reasons why protection is necessary.
18. Requiring the Commonwealth to reimburse for travel and living expenses in excess of the agency policy located at <https://www.jmu.edu/financemanual/procedures/4215mie.shtml>

This contract may be renewed annually by the Commonwealth after the expiration of the initial term under the terms and conditions of the original contract except as noted herein. If the Commonwealth elects to exercise the option to renew the contract for an additional renewal period, the contract price(s) for the succeeding renewal period shall not exceed the contract price(s) of the previous contract term increased/decreased by no more than the percentage increase/decrease of the "Other Services" category of the CPI-W of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

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

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

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

AGENCY by \_\_\_\_\_

CONTRACTOR by \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

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

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

*April. 2017*





**December 5, 2019**

**ADDENDUM NO.: One**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# FDC-1059**  
Dated: November 21, 2019  
Commodity: Performing Arts Ticketing Software System  
RFP Closing On: **December 18, 2019 2:00pm**

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

The incorrect version of the HECVAT form (HECVATLite203 for JMU.xlsx) was uploaded with the solicitation in eVA. The incorrect version has been removed and the correct one (HECVAT203 for JMU.xlsx) has been uploaded. Please make sure to include the correct version of the HECVAT form with your proposal submission.

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

Sincerely,

Doug Chester  
Buyer Senior  
Phone: (540-568-4272)

MSC 5720  
752 Ott Street, Room 1042  
Wine Price Building  
Harrisonburg, VA 22807  
Office of 540.568.3145 Phone  
PROCUREMENT SERVICES 540.568.7936 Fax



**December 11, 2019**

**ADDENDUM NO.: Two**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# FDC-1059**  
Dated: November 21, 2019  
Commodity: Performing Arts Ticketing Software System  
RFP Closing On: **December 18, 2019 2:00pm**

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

1. Question: Can you confirm how many unique user logins are required? We count 14 staff members from Section II: Background.

**Answer:** 16 unique user logins are required.

2. Question: Customizable Seller Permissions (Pg. 5) - Can you elaborate and/or provide examples of any existing seller permissions and what needs to be customized?

**Answer:** Examples are: Restricting certain users from selling certain types of tickets  
Restricting certain users from processing/using certain types of payments

3. Question: Venue and Event Management (Pg. 6) - Can you provide examples of venue/space-related booking? Are these considered facilities rentals by outside parties?

**Answer:** JMU does not rent out venues in the Forbes Center to outside parties. Memorial Hall and Wilson Hall do have a few rental agreements for events. However, in most cases, the tickets for those do not flow through our ticketing system.

4. Question: Customer Relations Management (Pg. 7) - Is Salesforce and/or Microsoft Dynamix currently being used by the University in any capacity? If so, what are they being used for and by which departments?

**Answer:** The university is using Salesforce in a limited way in several university departments. A university-wide CRM taskforce is currently engaged in evaluating CRM platforms that would support the entire university. A decision has not been made on future direction.

MSC 5720  
752 Ott Street, Room 1042  
Wine Price Building  
Harrisonburg, VA 22807  
Office of 540.568.3145 Phone  
PROCUREMENT SERVICES 540.568.7936 Fax

5. Question: Application Technology #4 (Pg. 7) - Please explain what you mean by "patron and agent menus."

**Answer:** Example A: A patron menu could be how they navigate from event to event, types of tickets available, navigating within their customer profile (ex: past purchases, download tickets, cart, personal information, etc).

Example B: An agent menu could be what is available for the user to process sales and run reports (ex: maintenance, sell ticket, development, invoices, re-print ticket, etc.) and whether we can hide unused modules or arrange menu by importance.

6. Question: Application Technology #5 (Pg. 7) - Does this question refer to forms/reports/screens that are Internal (viewed by staff) or External (viewed by patrons/customers)?

**Answer:** External: Add JMU logo to website, selling screen, Print @ Home tickets, etc. There is nothing internally used that would require the JMU logo on it.

7. Question: Technical #16 (Pg. 9) - Please explain what you mean by "academic planning tools."

**Answer:** The academic planning tools reference was in error. Please exclude that but respond regarding guest accounts.

8. Question: Technical #23 (Pg. 10) - Please elaborate on any existing attributes used for matching.

**Answer:** For authentication and authorization functions, what system/directory attributes are used to determine that the person is valid? Is it just user name and password or are other attributes validated?

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

Sincerely,

Doug Chester  
Buyer Senior

Phone: (540-568-4272)