JAMES MADISON UNIVERSITY.

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6125

This contract entered into this 14th day of September 2021, by Electronic Data Collection Corporation (EDC). 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 September 14, 2021 through September 13, 2022 with nine (9) one-year renewal options.

The contract documents shall consist of:

(1) This signed form;

(2) The following portions of the Request for Proposal CMJ-1094 dated December 17, 2020:
- (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 January 8, 2021.

(3) The Contractor's Proposal dated January 14, 2021 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
- (a) Negotiations Summary, dated August 24, 2021,
- (b) AIMS Software License Agreement, dated September 14, 2021 included below,
- (c) Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form, dated April 12, 2021, which shall govern in the event of conflict,
- (d) JMU Business Associate Agreement, dated September 14, 2021,
- (e) JMU IT Services Addendum, dated September 14, 2021.

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)
Ellen Genung (Printed Name)	Colleen Johnson (Printed Name)
Title: Vice President	Title: Buyer Senior

Rev. 5/12/21

JAMES MADISON UNIVERSITY.

RFP # CMJ-1094, Parking Management System
Negotiation Summary for EDC Corporation

August 24, 2021

1. Parties agree that items within this Negotiation Summary modify RFP# CMJ-1094 and the Contractor's response to RFP# CMJ-1094 and that this Negotiation Summary takes precedence in conflict.

2. Appendix B: *AIMS Software License Agreement* of Contractor's Proposal is replaced by the negotiated Attachment A: *AIMS Software License Agreement*, dated September 14, 2021, included below.

3. Contractor's proposal pricing for James Madison University is hereby modified from the proposal, dated January 14, 2021 as follows:

    a. Pricing

Description	Annual Cost
AIMS Parking Management System: Site License	$72,652.00
16 AIMS Mobile Enforcement App with Bluetooth Printer ($1,300 ea)	$20,800.00
Genetec Security Center Hosting	$5,000.00
Total Annual Fee, Year(s) 1-5	$98,452.00

    b. Contractor will invoice annual subscription at go-live, the subscription period may be prorated for the first year to co-terminate with contract dates or be billed annually from go-live as mutually agreed between parties at that time.

    c. Optional renewal years five (5) through nine (9) shall be capped at no more than a 5% rise.

    d. A 3% processing fee will be applied to payments via credit card, EDC can provide a Visa registration number.

    e. Items that shall be included with subscription at no additional cost to the university:

        i. Creation of five (5) custom reports during implementation.

        ii. Added ability to disable default location feature in the mobile enforcement application.

        iii. Added ability, if desired by the university, to prevent permit purchase by customer with outstanding citations that are "X" number of days old (i.e. past due).

        iv. Added ability to block a vehicle from obtaining a specific permit (with or without voucher code) by account classification (e.g. current enrolled student cannot obtain free Admissions visitors pass voucher).

        v. Migration of as many years of current data as desired by the university (five years and all outstanding tickets recommended).

        vi. Test database is optional as a continuous or periodic purchase. If engaged periodically the $500 set up fee applies each time the test database is activated/reactivated.

f. Optional additional costs:

i. Star Rez and Gate Arm integrations may be optionally purchased at quoted pricing of $1,500/yr each (annual fee) up to five (5) years after contract. After such time has passed, repricing will be required.

ii. Programming for any features not expressly requested in this proposal or that are not already included as part of the AIMS product feature set shall be optionally available at an hourly rate of $275.

iii. Training Costs: Initial training is included at no cost to the university. Optional additional onsite training shall be at a rate of $2,000/day inclusive of travel costs. Optional additional post-go-live online training shall be $250/hr.

iv. Point of Sale equipment (no annual fees associated)

Description	Unit
USB Scanner with Stand	$ 225.00
Epson TMT88IV Receipt Printer (USB Interface, Beige)	$ 510.00
MMF Heritage 200 with Cable to Epson Printer	$ 325.00
Locking Lid Tray for Heritage 200	$ 50.00
Epson TM-H6000III - Receipt Printer with MICR and Check Endorser	$ 980.00
EPSON, TM-T88VI, THERMAL RECEIPT PRINTER WITH AUTOCUTTER, EPSON BLACK, ETHERNET, BLUETOOTH & USB INTERFACES, PS-180 POWER SUPPLY AND AC CABLE	$ 532.00
PAX 300 P2PE Customer Present Terminal	$ 360.00
WisePad2 P2PE Bluetooth Card Reader	$ 200.00

4. The following changes are mutually agreed to in regards to the exceptions and clarifications of terms and conditions of RFP# CMJ-1094:

The following is hereby added to RFP Section VIII Special Term and Conditions:
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.

5. Should travel be required during the term of this contract (other than initial onsite training), all travel expenses shall be in accordance with the U.S. General Services Administration (GSA) allowance for lodging, meals, and incidentals.

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

6. Contractor agrees that all exceptions taken within their initial response to RFP# CMJ-1094 that are not specifically addressed within this negotiation summary are null and void.

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

PARKING MANAGEMENT SOFTWARE
by EDC Corporation

UCPJMU6125: NEGOTIATION SUMMARY ATTACHMENT A

AIMS SOFTWARE LICENSE AGREEMENT

EDC Corporation, hereafter referred to as "Licensor", grants a license to use the following software application:

Product:	AIMS Parking Management Software
User Type:	Site License
Serial Number:	09132100235

This Licensing Agreement is subject to the conditions contained within this agreement. The acceptance by the customer listed below, hereafter referred to as "Licensee"' is a legal agreement that the licensee agrees to be bound by the licensing conditions contained within this agreement.

Licensee	James Madison University
Address	752 Ott Street, MSC 5720
	Harrisonburg, VA 22807

1. **Grant of License**. Use. EDC Corporation grants the licensee a non-exclusive license to use one copy of the aforementioned software program in accordance with the user license listed within this agreement.

   For purposes of this section, "use" means accessing the aforementioned Software from the supplied EDC Hosted Servers for use by client supplied devices. Access is provided via your network, so long as you otherwise comply with this License Agreement at the times during use of the Software.

2. **Copyright**. The Software is owned by EDC Corporation and is protected by United States Copyright laws and international treaty provisions. This Software may not be copied for distribution or redistributed under any circumstances without written permission from an officer of EDC Corporation. You may not copy the written materials accompanying the Software.

3. **Other Restrictions.** This EDC Corporation License Agreement is your proof of license for use of the Software and must be retained by you. This License Agreement must be accepted by signature of an authorized agent of the licensee and an officer of EDC Corporation in order to be valid.

   This License is non-transferable and is intended for single agency use. The Licensee is specifically prohibited from using this Software to engage in service contracts or in any other service bureau activities without written consent from licensor. The Licensee has use of the Software provided the terms and conditions of this agreement are upheld and Licensee is current in agreed upon payment schedule. You may not reverse engineer, decompile or disassemble the Software.

4. **Termination Clause.** This contract may be terminated at the end of the contract term should renewal not be elected by the Licensee or granted by the Licensor. EDC Corporation will return to the Licensee all data and related materials upon termination of this contract.

5. **No Other Warranties**. Except as expressly stated herein, the Software is provided "AS IS" without warranty of any kind. EDC Corporation disclaims all other warranties, either express or implied. The licensee bears all risk relating to the quality and performance of the Software.

6. **No Liability for Consequential Damages**. In no event shall EDC Corporation or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits or revenues, business interruption, loss of business information or other pecuniary loss) arising out of the licensee's use of or inability to use this EDC Corporation product, even if EDC Corporation has been advised of the possibility of such damage.

7. **U.S. Government Restricted Rights**. The Software and documentation are provided with **RESTRICTED RIGHTS**. Use, duplication or disclosure by the Government is subject to restrictions as set forth in Subparagraph(c)(1)(iii) of The Rights in Technical Data and Computer Software clause at **DFARS** 252.227-7013 or Subparagraph(c)(1) and(2) of the Commercial Computer Software-Restricted Rights clause at 48 **CFR 52.227-19,** as applicable. Contractor/manufacturer is EDC Corporation, 105 Wyoming Street, Suite 300, Syracuse, NY 13204.

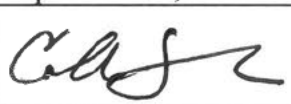
8. **Governing Law**. This Agreement is governed by the laws of the Commonwealth of Virginia.

9. **Effect of Agreement**. This Agreement is governed by contract UCPJMU6125 which embodies the entire understanding of the parties with respect to, and supersedes any prior understanding or agreement, oral or written, relating to the Software.

Accepted by Licensor:

Name:	Ellen Genung
Title:	Vice President
Date:	September 20, 2021
Signature	

Accepted by Licensee:

Name:	Colleen Johnson
Title:	Buyer Senior
Date:	September 14, 2021
Signature	

ATTATCHMENT E

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

AGENCY NAME: James Madison University

CONTRACTOR NAME: Electronic Data Collection Corporation (EDC)

DATE: April 12, 2021

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 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 Buyer Senior **Title** Vice President

Printed Name Colleen Johnson **Printed Name** Ellen Genung

April. 2017

Business Associate Agreement

This Business Associate Agreement is made and entered into as of September 14, 2021 (the "Effective Date"), by and between Electronic Data Collection Corporation (EDC), a New York company having its principal place of business at 105 Wyoming Street, suite 300, Syracuse, NY 13204, (hereinafter referred to as "Business Associate") and **James Madison University, a Virginia public institution of higher education and agency of the Commonwealth of Virginia,** with a principal place of business at **800 South Main Street, Harrisonburg, VA** (hereinafter referred to as JMU or "Covered Entity"), (each a Party and collectively referred to as "Parties").

1. Recitals

WHEREAS, reference is made to certain agreement(s) between Covered Entity and Business Associate above, as may be amended from time to time (the "Services Agreement"), pursuant to which Business Associate performs certain activities or functions on Covered Entity's behalf which may involve Business Associate's access to Protected Health Information, as hereinafter defined;

WHEREAS, Covered Entity and Business Associate desire to protect the privacy and provide for the security of such Covered Entity Protected Health Information as required by state and federal law, including but not limited to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-05 ("HITECH Act"), and regulations promulgated, or to be promulgated, thereunder (collectively, "HIPAA"); and

WHEREAS, in order for Covered Entity and Business Associate to comply with HIPAA, including the confidentiality, integrity, and availability of all Protected Health Information created, received, maintained, or transmitted pursuant to this Agreement, Business Associate must agree to certain provisions designed to preserve the privacy and security of Protected Health Information obtained by Business Associate in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, to the extent the Services Agreement requires the Business Associate to receive or create Protected Health Information, the parties agree as follows:

2. Definitions

2.1. Catch-all definitions:

Terms used, but not otherwise defined, in this Addendum will have the same meaning as those terms in 45 C.F.R. § 160.103 and § 164.501.

2.2. Specific definitions:

2.2.1. *Business Associate.* "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR § 160.103

2.2.2. *Covered Entity.* "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 CFR § 160.103.

2.2.3. *Designated Record Set.* "Designated Record Set" shall generally have the same meaning as the term "Designated Record Set" in 45 CFR § 164.501

2.2.4. *HIPAA Rules.* "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2.2.5. *Protected Health Information.* "PHI" shall have the same meaning given to such term in 45 CFR § 160.103, and include Electronic Protected Health Information as defined in 45 CFR § 160.103.

3. Obligations and Activities of the Business Associate

Business Associate agrees to:

3.1. Proper Use. Not use or disclose PHI other than as permitted or required by the Agreement or as required by law;

3.2. Safeguards. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;

3.3. Security Incidents. Report to Covered Entity in writing any access to, or use, or disclosure of PHI not permitted by law and this Agreement, and any Security Incidents, including Breaches of unsecured PHI of which it becomes aware as required by 45 CFR § 164.410 without reasonable delay and in no case no more than 10 calendar days from discovery. Notice of a Breach shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, used, or disclosed during the Breach. Business Associate shall provide to Covered Entity any other available information that the Covered Entity is required to include in notification to the individual under 45 CFR § 164.404(c) at the time of the report or promptly thereafter as information becomes available;

3.4. Subcontractors. In accordance with 45 CFR § 164.502(e)(1)(ii) and § 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

3.5. Access to PHI. Within five (5) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by and as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.

3.6. Amendments to PHI. Within five (5) days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 CFR § 164.526, or otherwise make any amendment(s) to PHI in a designated record set as directed or agreed

to by the Covered Entity pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within two (2) days forward such request to Covered Entity;

3.7. Accounting of Disclosures. Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.528; and

3.8. Compliance. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

3.9. Secretary. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Secretary for purposes of determining the Covered Entity's compliance with 45 CFR Part 164, Subpart E.

3.10. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement or the HIPAA Rules.

4. **Permitted Use and Disclosures by Business Associate**

4.1. As Necessary. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Services Agreement.

4.2. As Required by Law. Business Associate may use or disclose PHI as required by law.

4.3. Minimum Necessary. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule and consistent with Covered Entity's minimum necessary policies and procedures.

4.4. Same Manner. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

4.5. Proper Management and Administration; Legal Responsibilities. Unless otherwise noted herein:

4.5.1. Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

4.5.2. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

5. **Term and Termination**

5.1. Term. The term of this Agreement shall be effective as of the Effective Date and shall terminate on the date specified in the Services Agreement, or on the date Covered Entity terminates for cause as authorized in paragraph 5.2 of this Section, whichever is sooner.

5.2. Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity if Covered Entity determines Business Associate has violated a material term of the Agreement, including engaging in a pattern of activity or practice that constitutes a material breach, and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

5.3. Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall, if feasible, return or destroy all PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity that the Business Associate still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. If it is not feasible for the Business Associate to return or destroy the PHI, the Business Associate will notify the Covered Entity in writing. The notification will include (i) a statement that the Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination. The Business Associate further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement to the Business Associate's use or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of PHI infeasible.

5.4. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

6. **Miscellaneous**

6.1. Interpretation. Any ambiguity in the Agreement will be resolved to permit Covered Entity to comply with the HIPAA Rules.

6.2. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules.

6.3. Governing Law and Jurisdiction. This Agreement and the Parties' performance thereunder shall be governed by and interpreted in accordance with the law of the Commonwealth of Virginia. Jurisdiction and venue for any dispute relating to this Agreement shall rest exclusively with the courts of the Commonwealth of Virginia located in Harrisonburg/Rockingham, Virginia.

6.4. No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the

respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

6.5. Notices. Any notices required or permitted to be given hereunder by either Party to the other shall be given in writing by electronic mail with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested, addressed to a Party in accordance with the address given below:

6.5.1. Notice to Covered Entity, by Email and U.S. Mail:

Information Security Officer
Information Technology
James Madison University
1031 S. Main Street
MSC5733
Massanutten Hall, Room 261
Harrisonburg, Virginia 22807
ISO@jmu.edu

With a copy (which does not constitute notice) to the physical address:

University Legal Services
James Madison University
820 Madison Drive
MSC 7811
Burruss Hall, Room 104
Harrisonburg, Virginia 22807

6.5.2. Notice to Business Associate

Electronic Data Collection Corporation (EDC)
105 Wyoming Street, Suite 300
Syracuse, NY 13204

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

Covered Entity:	Business Associate:
James Madison University	**Electronic Data Collection Corporation (EDC)**
Signature:	Signature:
Name: Colleen Johnson	Name: Ellen Genung
Title: Buyer Senior	Title: Vice President
Date: 9/20/2021	Date: September 20, 2021

ATTACHMENT D

James Madison University
Information Technology Services Addendum

CONTRACTOR NAME: Electronic Data Collection Corporation (EDC)

PRODUCT/SOLUTION: AIMS Parking 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 ISO at (ISO@jmu.edu), 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:**

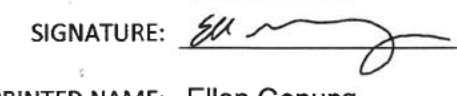
a. Contractor will comply with all applicable laws and industry standards in performing services under the Agreement. Any Contractor personnel visiting the University's facilities will comply with all

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:		SIGNATURE:	
PRINTED NAME:	Colleen Johnson	PRINTED NAME:	Ellen Genung
TITLE:	Buyer Senior	TITLE:	Vice President
DATE:	September 14, 2021	DATE:	September 20, 2021

Modifications to
James Madison University
Information Technology Services Addendum

Section 10.b.i. of *Audit* is hereby deleted and replaced with the following:
PCI 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.

RFP #CMJ-1094

Proposal for Parking Management System

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

RFP Closing Date/Time:
January 19, 2021; 2:00 P.M.

EDC Corporation

Response Submitted By:

PARKING MANAGEMENT SOFTWARE
by EDC Corporation

Electronic Data Collection Corporation
105 Wyoming Street
Syracuse, New York 13204
(800) 886-6316
(315) 706-0330
www.aimsparking.com

Table of Contents

1. RFP Cover Sheet and Addenda Acknowledgements 2

Executive Summary 3

2. Plan and Methodology for Providing the Goods/Services as described in Section IV. Statement of Needs of this Request for Proposal. 4

A. Experience, Qualifications 4

B. Application 8

C. Application Technology 50

D. Implementation, Timeline, Training 57

E. Documentation 60

F. Security 61

3. Expertise, Qualifications and Experience 61

4. Offeror Data Sheet 64

5. Small Business Subcontracting Plan 65

6. Amount of Sales with VASCUPP Member Institutions 68

7. Proposed Cost. 68

Appendix A: AIMS ADA Compliance 72

AIMS 9 - ADA Compliance Programming 72

EDC Corporation Accessibility Conformance Report VPAT 2.3 (Revised) WCAG Edition 73

Appendix B: Terms and Conditions: AIMS Software License Agreement 79

REQUEST FOR PROPOSAL
RFP# CMJ-1094

Issue Date: **December 17, 2020**

Title: **Parking Management 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 One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on Tuesday, January 19, 2021 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: Colleen Johnson, Buyer Specialist, Procurement Services, jhons9cm@jmu.edu; 540-568-3137; (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:

Electronic Data Collection Corporation (EDC)

105 Wyoming Street, Suite 300

Syracuse, NY 13204

By: _____
(Signature in Ink)

Name: Ellen Genung
(Please Print)

Date: January 14, 2021

Title: Vice President

Web Address: www.aimsparking.com

Phone: 315-706-0310

Email: ellen@aimsparking.com

Fax #: 315-706-0330

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:
X YES; ☐ NO; *IF YES* ⇒⇒ X SMALL; X 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.

Executive Summary

Thank you for the opportunity to propose the AIMS Parking Management Software solution for the complete management of enforcement, permitting event management, and online customer self-service. The products proposed satisfy the requirements outlined in your Statement of Needs without exception.

Universities choose EDC and AIMS when seeking an experienced vendor with a top-notch reputation for customer support and service. AIMS provides university parking operations with an easy-to-use, yet comprehensive software package that integrates all aspects of enforcement, citation management, permit management and event management in one complete package.

Our company was incorporated in 1995 and, since inception, the only business operations of EDC have been the development and support of our AIMS Parking Management System. EDC is a privately held corporation, and has maintained financial stability and independence throughout our existence. We have sustained our growth and profitability without the need for outside funding and the influence it can exert on operations. We currently support over 180 AIMS customers across North America.

EDC takes a proactive approach to service and support. When you call EDC, a person answers the phone rather than an automated attendant. Your call is handled directly by a programmer that develops AIMS to ensure the most efficient identification of a solution. We do not maintain a separate level of "customer service" representatives.

EDC is well recognized as a leader in the industry, providing state of the art products and a company that supports its customers like no other. We work closely with our customers to identify means in which our applications may continue to be enhanced to meet their expanding needs. EDC Corporation has a great reputation of customer satisfaction and meeting the needs, deadlines and goals of all projects, no matter the size. The vast majority of our system enhancements are from suggestions by our clients. We encourage you to contact our customers for first hand testimonials regarding their experience.
EDC will work closely with James Madison University to ensure a smooth transition to AIMS. Our extensive experience installing new clients with a proven methodology will be employed to provide an implementation of which you will be proud.

We are pleased to propose our AIMS system as the best solution for James Madison University, and look forward to demonstrating our proposed products at your convenience.

If there are any questions regarding this proposal, or to arrange for a demonstration, you can reach me by email **ellen@aimsparking.com**, toll free **1-800-886-6316**, or directly [redacted]
We hope to add James Madison University to our long and growing list of satisfied customers.

Sincerely,

Ellen Genung
Vice President

2. Plan and Methodology for Providing the Goods/Services as described in Section IV. Statement of Needs of this Request for Proposal.

Following is a complete response to Section IV. Statement of Needs. The proposed AIMS system is a fully-developed and tested product. AIMS is offered publicly for sale and will be available immediately for implementation and installation. AIMS is in-use by over 180 parking departments across the United States and Canada, the majority of which are higher educational institutions.

A. Experience, Qualifications

1. Describe prior experience and qualifications related to accomplishing the Scope of Work herein. To include details regarding:

a. General background, experience, and qualification of vendor.

The proposed AIMS product is used by over 180 parking departments across the United States and Canada for complete management of enforcement, citation, permitting, and event operations. University parking operations represent approximately 65% of our installed base. We have over 25 years' experience implementing and support the AIMS system in a variety of parking departments.

The following products and services are included with our proposal and completely satisfy your requirements as listed in your Statement of Needs **without exception**.

- AIMS Parking Management System: Integrated Citation and Permit Management
- AIMS Web E-Commerce Module: Complete online customer self-service
- AIMS Boot/Tow Module: Management and tracking of booted and/or towed vehicles
- AIMS Event Permitting Module: Management and tracking of all event related activities, including the ability to sell event permits
- AIMS LPR Module with real-time connection to your Genetec LPR Vehicle
- AIMS Mobile Enforcement App including Zebra ZQ511 Bluetooth Printer
- AIMS Enforcement API for real-time integration with Genetec LPR, Pay-by-Phone and Meter Systems
- Integrations with PeopleSoft, Housing and Gate Arm System

The AIMS system will enhance the customer service you provide to your patrons. Using AIMS, your customers can view and manage their entire parking account from their smartphone or desktop browser, pay parking tickets in real-time, submit appeals, purchase permits, and keep their account up-to-date. Should your patron have a question, your customer service representatives and cashiers can view one screen that displays a complete picture of your patron's parking history. Universities experience success serving their customers with AIMS.

AIMS is a product that will grow and evolve, continuing to satisfy your needs. Our company's sole focus is the development and support of parking software. AIMS has evolved over the years and remains on the cutting edge of parking technology. We exceed our client's expectations and lead the parking industry in the development of new technology. With AIMS, you can be confident that EDC is there to support your ever-changing parking operational needs.

b. Provide a listing of vendor's personnel who will be directly involved with the contact, their responsibilities, and their qualification and experience.

The following personnel will be assigned to the AIMS product implementation and on-going support. Further detail on the employees listed below is provided in Section 3 of this proposal.

Tor Jones – Technical Project Manager and Liaison between JMU's technical resources, Parking Department Managers, and EDC development and programming staff. Tor will create interface documents, which outline all aspects of system integrations including file layouts and transfer mechanisms. Tor will assign certain project tasks to EDC development staff including database conversion and interface development. Tor joined EDC Corporation in 2001 and was promoted to Director of Development and Support in 2012.

Tomasz Kuczynski – Lead Software Developer and Support Technician and will perform database conversion and interface implementation. Tomasz will continue as an ongoing support resource for all AIMS related features, functions and integrations. Tomasz joined EDC Corporation in 2012 as a software developer and support technician.

Ellen Genung – Project Lead and Liaison between EDC and JMU Parking Staff. Will ensure all items proposed are delivered, satisfying the requirements in your RFP, working in conjunction with Tor Jones.

Additional Support Staff:

As JMU utilizes the AIMS system in a live environment, any member of our team will be available to assist with functional and technical issues. Following are additional support members that will act as dependable resources throughout your relationship with EDC and use of AIMS.

- Josh Pelrine
- Scott Newton
- Howard Canaway
- Brad Keith
- Braden MacArevey
- Michael Allen

c. Provide a list of at least three (3) current installations for the system that is being proposed.

References for 5 current AIMS installations at higher-ed institutions follow. We encourage JMU to contact each reference for first-hand accounts of their experience with AIMS product functionality and the support they receive from EDC Corporation.

University Name:	North Carolina State University
Contact Person:	Chris Dobek
Address:	2721 Sullivan Drive Administrative Services 1 Raleigh, NC 27695

Telephone Number:	919-515-1603; cddobek@ncsu.edu
Number of Students:	34,000
Implementation Date:	April, 2015
Version of Software:	AIMS v.9 Hosted
Project Scope:	NCSU utilizes the AIMS system for enforcement, citation, permit, boot/tow and event management. NCSU upgraded to AIMS from their previous T2 Flex system. EDC converted all T2 data as part of the implementation. NCSU uses AIMS to interface with various campus enterprise systems, including PeopleSoft and student accounts. NCSU also integrates AIMS with Digital paystations, the ParkMobile pay-by-phone app and Tiba gates. NCSU's permit operation is completely virtual. EDC installed Genetec's LPR system on 8 vehicles. EDC also installed Genetec's fixed LPR cameras at the entrances to 9 gated lots and 4 parking decks.

University Name:	**Texas State University**
Contact Person:	Tyler Schneider
Address:	228 Commons Hall 601 University Drive San Marcos, TX 78666
Telephone Number:	512-245-6543; tylers@txstate.edu
Number of Students:	38,000
Implementation Date:	August, 2018
Version of Software:	AIMS v.9 Hosted
Project Scope:	Texas State utilizes the AIMS system for enforcement, citation, boot/tow and LPR management. Texas State's campus population use the AIMS Web+ E-Commerce portal for complete parking self-service. Texas State upgraded to AIMS from their previous T2 Flex system. EDC converted all T2 data as part of the implementation. Texas State uses AIMS to interface with their Banner campus system. Texas State also uses the AMP Park (AIMS Mobile Pay) pay-by-plate app for transient parking transactions. Texas State's permit operation is completely virtual. EDC installed Genetec's LPR system on 3 vehicles that patrol campus.

University Name:	**Georgia Southern University**
Contact Person:	Derrick Davis
Address:	PO Box 8059 Statesboro, GA 30460
Telephone Number:	912-478-7275; dddavis@georgiasouthern.edu
Number of Students:	20,500
Implementation Date:	June, 2011
Version of Software:	AIMS v.9 Hosted

Project Scope:	Georgia Southern utilizes the AIMS system for enforcement, citation, boot/tow and LPR management. GSU's campus population use the AIMS Web+ E-Commerce portal for complete parking self-service. GSU upgraded to AIMS from their previous T2 PowerPark system. EDC converted all T2 data as part of the implementation. GSU uses AIMS to interface with their Banner campus system. EDC installed Genetec's LPR system on 3 vehicles that patrol campus. GUS's permitting operation is completely virtual and they also use the AIMS e-Ticket module to issue virtual parking citations from within the office.

University Name:	**Auburn University**
Contact Person:	Arishna Lastinger
Address:	Parking Services 330 Lem Morrison Drive Auburn, AL 36849
Telephone Number:	334-844-4196; ann0002@auburn.edu
Number of Students:	24,000
Implementation Date:	July, 2019
Version of Software:	AIMS v.9 Hosted
Project Scope:	Auburn University utilizes the AIMS system for enforcement, citation, boot/tow and LPR management. Auburn's campus population use the AIMS Web+ E-Commerce portal for complete parking self-service. Auburn upgraded to AIMS from their previous NuPark system. EDC converted all NuPark data as part of the implementation. Auburn uses AIMS to interface with their Banner campus system. Auburn's permitting operation is completely virtual and they use Genetec's LPR system to patrol campus. In addition, EDC installed fixed Genetec LPR cameras on their campus to enforce parking in various decks.

University Name:	**University of North Florida**
Contact Person:	Salena Tepas
Address:	Parking & Transportation Services 1 UNF Drive, Building 52 Jacksonville, FL 32224
Telephone Number:	904-620-2815, salena.tepas@unf.edu
Number of Students:	14,000
Implementation Date:	June, 2019
Version of Software:	AIMS v.9 Hosted
Project Scope:	UNF uses the AIMS system for enforcement, permitting, boot/tow, and event management. UNF's campus population use the AIMS Web+ E-Commerce portal for complete parking self-service. UNF upgraded to AIMS from T2 Flex and EDC converted all legacy parking data from T2.

	UNF has a virtual permitting environment and utilizes Genetec's mobile LPR system to patrol campus. UNF integrates AIMS with their Banner campus enterprise system and ParkMobile pay-by-phone system.

B. Application

1. Permit Management

a. Describe ability to enter, store, access and modify data associated with each unique parking permit including permit number, date issued, expiration date, cost of permit, method of payment, customer type (faculty, staff, student, visitor, etc.), customer name, customer number, customer address, customer phone number, vehicle description, license plate number(s), etc.

All parking permit data is stored and accessed from the AIMS Permit Screen. The AIMS Permit Screen includes fields for customer account number, permit number, permit type, issue and expiration dates, permit cost, customer type, name, address, multiple phone and email addresses, vehicle(s) with descriptive information, assigned location (if applicable), payment methods, custom attributes, audit trail and more.

Account numbers, addresses, customer type(s), phone numbers and emails for JMU students and staff are automatically imported into the system nightly. This information can be collected directly on screen as well for both affiliates and non-affiliates.

Customers can purchase permits online via the proposed AIMS Web E-Commerce application. AIMS Web controls the entire permit purchase process including limiting the types of permits offered to particular customer types, requiring vehicle information per your rules, and accepting payments. Permits purchased online are automatically sent to AIMS in real-time. If you are in a virtual permit environment, AIMS will automatically fulfill the permit. If you are issuing physical permits, AIMS allows you to assign the permit number and can generate labels to mail the permit or set aside for pick-up.

The AIMS permit screen also provides the ability to generate correspondence, add comments, collect payments, generate bills, refund permits, edit permits, add/remove vehicles and more.

b. Describe ability to manage virtual or e-permits.

AIMS can manage virtual permits, where the license plate is the permit credential. AIMS transmits all permits to the LPR system for enforcement in real-time. You can assign multiple vehicles to an individual permit. The LPR vehicle will track which vehicles are on campus and create a "shared permit" hit if more than one vehicle is on campus at any given time. Many of our customers have moved from physical to virtual permits – and some use a combination of both.

c. Describe ability to assign multiple vehicles to an individual permit.

Multiple vehicles can be assigned to an individual permit. AIMS allows you to define both the minimum and maximum number of vehicles a customer can assign to their permit online. The customer can also

continually manage their vehicles online including temporarily replacing a vehicle or permanently replacing a vehicle.

AIMS users within the parking office can also add and remove vehicles from a permit.

d. Describe ability to assign multiple permits to one customer.

Unlimited permits can be assigned to a single customer. All permits associated with the customer record appear on screen for easy access.

e. Describe ability to assign one vehicle to multiple permits.

One vehicle can be associated with multiple permits. AIMS does not restrict the ability to add a vehicle to additional permits.

f. Describe ability to track the status of parking permits including active, lost, stolen, returned etc.

AIMS has custom permit statuses. By default, a permit has a status of issued when the active date is in the future, a status of active when the permit has reached the active date, and a status of expired once the expiration date has passed. These statuses are automatically changed by date. You can also relabel the statuses if you desire.

AIMS also triggers a status change of refunded or returned when a refund is processed. You can manually change the permit's status to any status you desire, including but not limited to lost, stolen, damaged, suspended, etc.

g. Describe ability to track parking permit inventory for auditing purposes.

Permit inventory can be setup by permit type. You can control the number of permits that are available for purchase. AIMS permit inventory also allows you to automatically assign the next permit number from inventory.

AIMS includes onscreen widgets that display capacity based upon your inventory as well as various reports.

AIMS can use inventory to help manage a waitlist.

h. Describe ability to access and track data for temporary parking permits.

Temporary parking permits can be sold online or over the counter. AIMS provides a variety of ways to sell temporary permits and can calculate daily, weekly and monthly rates. You can create a variety of temporary parking permits with different rules. Temporary parking permits can be virtual or physical.

Temporary permits are treated the same as regular permits. The main difference is the length of time for which the permit is active.

i. Describe ability to create prorated parking permit fee and refund schedules.

AIMS supports prorate schedules for issuance and refunds. Prorates are automatically calculated for online and over the counter sales and refunds. Your prorate schedule can be imported from a spreadsheet or manually keyed into AIMS. Prorates can be based upon a percentage or a flat amount

can be used. AIMS supports different prorate schedules for issuance and refunds and can handle different prorate schedules for different types of permits.

j. Describe permit eligibility controls and eligibility waiver management capabilities.

AIMS includes a wizard for building custom permit eligibility controls. These are referred to as availability rules in AIMS. Availability rules can be built using any demographic criteria in AIMS. The most common type of availability rule is to allow x types of permits to y types of customers. Some universities also use an employee's work location to determine which permit they may purchase, a hire date, the number of credit hours a student has, the term or school year, a residence hall location, a particular zip code, and more. Any combination of this data can be used to create availability rules.

AIMS has an Availability Exception feature which allows office staff to make an exception for the customer. The exception could be the offering of a specific permit type, parking in a specific location, or overriding the amount of the permit.

k. Describe ability to sell permits in bulk or without associating with a particular customer (additional questions about event management in Section IV.B.8).

AIMS includes a clone/duplicate permit feature that allows you to sell a batch of permits to a single account. The account can be auto-generated and does not need to have a customer associated. This feature is sometimes used for departmental permits, guest passes, or for contractors. The clone/duplicate feature also allows printing of passes. Clone/duplicate can be used for any situation where you need to quickly issue a batch of permits.

l. Describe any waitlist management process and capabilities.

AIMS includes a waitlist that can be managed by either permit type or location. When a permit type or location is sold out, you can offer the customer the ability to join a waitlist online or add them to the waitlist in the office.

The AIMS waitlist screen displays all customers on the waitlist by permit type and location. Priority can be first in-first out or based upon a seniority date. You can display the person's position on their waitlist online or choose to hide this information.

Once a permit or location becomes available you can notify a customer or grouping of customers via email. Upon receipt of email the permit type will be available to only notified users for purchase online. Customers that purchase a permit are automatically removed from the waiting list. You can also setup a grace period so that a customer will be automatically removed from the wait list x amount of days after notification.

m. Describe any capabilities for definable customer-role/eligibility based permit allocation (i.e. classifications and subclassifications [students: commuter/resident; faculty: full-time/adjunct]).

A customer can have zero to many account categories (classifications, subclassifications, etc) which can be used to drive permit availability rules. These categories are often imported from a campus enterprise system. They can also be manually assigned.

n. Describe any administrative customization of permit fields.

Custom attributes can be assigned to permits. Attributes are user-defined fields and can be setup as free-form entry or selected from a picklist. Unlimited attributes can be created and assigned to a permit.

o. List permit table fields and properties.

Field Name	Field Data Type	Field Length	Notes
Account Number	NVARCHAR	25	
Account Type Code	NVARCHAR	10	
Account Type Description	NVARCHAR	50	
Contact Last Name	NVARCHAR	60	Zero to many contacts per permit
Contact First Name	NVARCHAR	60	
Contact Middle Name	NVARCHAR	60	
Contact Type Code	NVARCHAR	25	
Contact Type Description	NVARCHAR	50	
Contact Street 1	NVARCHAR	100	
Contact Street 2	NVARCHAR	100	
Contact Street 3	NVARCHAR	100	
Contact City	NVARCHAR	50	
Contact State Code	NVARCHAR	25	
Contact State Description	NVARCHAR	200	
Contact Zip Code	NVARCHAR	10	
Contact ID	NVARCHAR	50	Zero to many ID's per contact
Contact ID Type Code	NVARCHAR	25	
Contact ID Type Description	NVARCHAR	50	
Contact Custom Field	NVARCHAR	300	Zero to many custom fields per contact
Contact Custom Field Type Code	NVARCHAR	25	
Contact Custom Field Type Description	NVARCHAR	50	
Contact Email	NVARCHAR	100	Zero to many emails per contact
Contact Email Type Code	NVARCHAR	15	
Contact Email Type Description	NVARCHAR	200	
Contact Phone Number	NVARCHAR	21	Zero to many phones per contact
Contact Phone Type Code	NVARCHAR	15	
Contact Phone Type Description	NVARCHAR	200	
Permit Number	NVARCHAR	17	
Permit Type Code	NVARCHAR	25	
Permit Type Description	NVARCHAR	200	
Permit Status Code	NVARCHAR	25	
Permit Status Description	NVARCHAR	200	
Permit Active Date	DATETIME		
Permit Expiration Date	DATETIME		

Permit Location Code	NVARCHAR	15	
Permit Location Description	NVARCHAR	200	
Permit Invoice Schedule Code	NVARCHAR	15	
Permit Invoice Schedule Description	NVARCHAR	200	
Permit Invoice Recur Start Date	DATETIME		
Permit Invoice Recur End Date	DATETIME		
Permit Invoice Amount	DECIMAL	8,2	
Permit Invoice Payment Code	NVARCHAR	10	
Permit Invoice Payment Description	NVARCHAR	50	
Permit Delivery Code	NVARCHAR	15	
Permit Delivery Description	NVARCHAR	200	
Permit Attribute Type Code	NVARCHAR	15	Zero to many attributes per permit
Permit Attribute Type Description	NVARCHAR	200	
Permit Attribute Value	NVARCHAR	300	
Permit Ship Address Last Name	NVARCHAR	60	
Permit Ship Address First Name	NVARCHAR	60	
Permit Ship Address Middle Name	NVARCHAR	60	
Permit Ship Address Street 1	NVARCHAR	100	
Permit Ship Address Street 2	NVARCHAR	100	
Permit Ship Address Street 3	NVARCHAR	100	
Permit Ship Address City	NVARCHAR	50	
Permit Ship Address State Code	NVARCHAR	25	
Permit Ship Address State Description	NVARCHAR	200	
Permit Ship Address Zip Code	NVARCHAR	10	
Permit Comment Type Code	NVARCHAR	10	Zero to many comments per permit
Permit Comment Type Description	NVARCHAR	200	
Permit Comment Value	NTEXT		
Permit Vehicle Plate Number	NVARCHAR	12	Zero to many vehicles per permit
Permit Vehicle State Code	NVARCHAR	25	
Permit Vehicle State Description	NVARCHAR	200	
Permit Vehicle VIN	NVARCHAR	18	
Permit Vehicle Make Code	NVARCHAR	15	
Permit Vehicle Make Description	NVARCHAR	100	
Permit Vehicle Model Code	NVARCHAR	25	
Permit Vehicle Model Description	NVARCHAR	200	
Permit Vehicle Color Code	NVARCHAR	25	
Permit Vehicle Color Description	NVARCHAR	200	
Permit Vehicle Body Type Code	NVARCHAR	25	
Permit Vehicle Body Type Description	NVARCHAR	200	
Permit Vehicle Plate Type Code	NVARCHAR	25	

Permit Vehicle Plate Type Description	NVARCHAR	200	
Permit Vehicle Year	INTEGER		

2. Enforcement

a. Describe overview of system's enforcement capabilities included in the system, available as add on modules, and/or available through integrations with 3rd parties.

The AIMS Mobile Enforcement App is an Android application that facilitates all aspects of parking enforcement. AIMS Mobile includes built-in LPR technology and prints tickets to a rugged Zebra Bluetooth printer. The enforcement app is easy-to-use and collects permit information, vehicle information, violation(s), location, unlimited pictures, videos, voice memos, public comments and private comments. Issued tickets can be printed to a Bluetooth printer, emailed or both.

Upon completion of issuance, the ticket with associated images, voice recordings, videos and GPS location are sent to the AIMS system in real-time via cellular or wifi network.

Paper tickets can also be issued and then hand-keyed into the AIMS system.

The optional AIMS eTicket module allows tickets to be emailed and/or printed and mailed directly from AIMS. The eTicket module is used in conjunction with mobile and fixed LPR systems. Hits from LPR are transferred in real-time to the AIMS system. These hits are reviewed via the eTicket module, can be accepted and then enforced. Pricing for this optional module is listed separately.

b. Describe availability of industry-specific handheld or commonly available iOS and Android devices.

The AIMS Mobile Enforcement App runs on the Android device of your choice which you would procure separately with a data plan or built-in wifi. AIMS Mobile runs on Android using version 5.1 or higher with a rear-facing auto-focus camera, Bluetooth, wifi and microphone.

c. Describe availability of mobile printer to pair with handheld.

Our AIMS Mobile Enforcement App is bundled with a Zebra ZQ511 Bluetooth Printer. The printer pairs easily to the Android device via the built-in Bluetooth configuration tool.

d. Describe availability of maintenance programs for hardware and software.

All software is maintained and supported as part of the AIMS subscription. Software support also includes all-new release software. Hardware maintenance for the Bluetooth printers includes depot maintenance, exclusive of spare parts and any damage deemed customer-abuse (running over with a car, etc.).

e. Describe warrantee, repair/replacement processes, hardware service life estimates, and anticipated hardware refresh points that are anticipated across minimally the term of the proposed contract ten (10) years, or longer if hardware service life would exceed proposed term.

The proposed ZQ511 Bluetooth printer is Zebra's latest product offering. EDC does not manufacture the printers, so we are bound by Zebra's policy which is to repair printers and make parts available 5 years from product discontinuation. Since this is a new product, we would not expect it to be discontinued within the next 5 years, however that decision lies solely with Zebra.

Hardware repairs include depot maintenance of all parts, exclusive of batteries and accessories.

f. Describe capability to utilize license plate recognition technology (fixed, mobile, and handheld units).

The AIMS Mobile Enforcement App includes built-in LPR utilizing the Android device's camera. AIMS also integrates in real-time with Genetec fixed and mobile LPR systems. EDC is a Genetec Certified Partner and can install, configure and manage Genetec products. Our Genetec LPR plug-in sends hits and reads to AIMS in real-time and transmits permits and vehicles to Genetec's system for enforcement.

EDC can perform all Genetec related sales and installations, should you wish to expand the number of LPR equipped vehicles and/or implement Fixed LPR cameras.

g. Describe whether system facilitates real-time communication of citation data or requires batch process.

All data transfer between AIMS Mobile and AIMS is in real-time. Batch processes are not required. Data is stored locally on the device in case the enforcement officer is in a dead-zone and does not have access to a wireless network.

AIMS Mobile retrieves vehicle and permit information in real-time upon search and transmits issued citations in real-time upon print or email.

h. Describe ability to tire chalk vehicles or track timed parking spaces.

The AIMS Mobile Enforcement App includes electronic tire chalking functionality. Plates can be "chalked" at particular lots and/or spaces from a single screen. The officer can indicate the valve stem position to determine if the vehicle has moved since the initial chalk time. Vehicles chalked on one enforcement device transfer to all enforcement devices in the field so that any officer can view the listing and issue a citation to those vehicles parked overtime.

i. Describe ability to insert both public and private comments on citations.

Public comments can be selected from a list, typed or voice-to-text entered. These comments print on the ticket. Private comments can also be selected form a list, typed or voice-to-text entered. Private comments do not print on the ticket but display in AIMS on the ticket screen.

3. Citation Management

a. Describe ability to enter, store, access and modify data associated with parking citations including citation number, license plate number, permit number, meter number, date, time, officer number, location, violation, vehicle description, vehicle identification number, comments, photographs, etc.

The AIMS Ticket Screen and AIMS Mobile Enforcement App allow for the collection of all required fields. Tickets issued from the enforcement app automatically populate the ticket screen with the citation

number, date/time of issuance, license plate, permit number, meter number, badge number, location, violation(s), vehicle descriptive information, VIN, public comments, private comments, pictures, videos, voice memos, and GPS location of ticket issuance.

Tickets can be manually entered directly on the ticket screen as well, by tabbing through these fields and selecting data from a picklist or manually keying.

The Ticket Screen allows modification of any data collected during ticket issuance. Audit trails exist which track the data edited, the user that made the changes, IP address of changes, and date/time stamp.

i. Specify any limitations for customization (i.e. field character limits, caps on the number of location IDs).

There are no caps on number of locations, badge numbers, public comments, private comments, makes, models, colors, body types, violations, surcharges, attachments, photos, videos, and voice memos associated with a citation.

The field character limits are as follows:

Field	Character Limit
Ticket Number	14
Violation Description	65
Violation Code	15
Badge Number	15
Public Comments	200
Private Comments	200
Location	200
Plate Number	12
VIN	18

b. Describe ability to track the status of parking citations including payment due, payment received, paid in full, appeal pending, administrative record hold, non-sufficient funds check hold, uncollectable, etc.

Unlimited parking citation statuses can be created and selected from a picklist. Many processes in AIMS automatically update the ticket status. These processes include ticket issuance, ticket payments, placing the ticket in appeal status, adjudicating the ticket, sending the ticket to a third-party system, sending the ticket for hold, writing off the ticket, voiding, etc.

You can also manually change the ticket status to any status setup in your system.

i. Describe any available interface with PeopleSoft Student Administration to track/administer administrative record holds placed on students with outstanding balances.

AIMS can generate a hold file for PeopleSoft import. A hold can be created based upon customer type (i.e. student), amount owing, number of days past due, and number of tickets outstanding. AIMS can include any data you would like in the file. The holds file typically includes the customer's account

number and the balance. A release file will also be generated when the hold criteria is satisfied (payment received, ticket appeal approved, etc.). Holds and releases can be combined in a single file. Any information associated with the ticket can be placed in the file.

Holds and release files are typically generated at intervals throughout the day. A typical interval would be every 30 minutes. This is configurable and the process runs unattended on the server. PeopleSoft will import these files on their defined schedule. Many universities use the hold process with AIMS.

c. Describe ability to adjust parking fines (indicate automation when relevant) including addition/removal of late fees, change violation code, assess towing charges, appeal upheld, citation void, etc.

Certain processes automatically adjust parking fines. These include payments, voids, appeal approvals, fine reductions, automated addition of late fees, changing the violation type, and writing off the ticket as uncollectible.

AIMS includes manual processes for adding fees to a ticket and also includes an adjustment feature that allows authorized users to adjust the fine amount up or down.

d. Describe ability to access and process all fines associated with a specific customer simultaneously.

The AIMS Account Screen displays the total balance outstanding for the specific customer. The account screen allows the cashier to post payment for all fines or a grouping of fines.

e. Describe ability to utilize default information from previous citation such as date, officer number, location, etc.

Ticket issuance always defaults to the last date entered, last badge number entered and last location selected.

f. Describe internal controls (citation written, officer delete, granular settings).

Following is a listing of internal permissions that can be allowed or denied per user or group of users.

Description of Permission
Delete skeletal ticket payments
Add new ticket attachments
Enter Ticket Books
Adjudications - Render a decision on adjudication tickets
Adjudications - Allow modifying the flag attribute on existing adjudications
Adjudications - View ticket adjudication history
Adjudications - Adjudicate tickets past aging date
Adjudications - Place tickets into adjudication pending status
Adjudications - Allow undoing of previous adjudications
Adjudications - Allow viewing of ticket adjudications
Allow deletion of ticket adjudication comments
Allow addition and edit of ticket adjudication comments

Allow addition and edit of ticket adjudication comment reminders
Allow ticket adjustments
Allow ticket write off
View Ticket Bill Batches
Cancel a payment plan
Allow deletion of ticket comments
Allow addition and edit of ticket comments
Allow addition and edit of ticket comment reminders
Allow viewing of ticket comments
Delete existing ticket attachments
Allow the editing of the original document
Edit existing tickets
Allow ticket field note deletion
Allow ticket field note edits
Allow viewing of ticket field notes
Issue tickets
Modify ticket status
Modify an existing ticket's number
Modify an existing ticket's plate
Re-add automatic surcharges
Re-add automatic uplifts
Reopen tickets
Allow Access to Ticket Review Dashboard
Can Claim Ticket for Review
Can Unclaim Ticket Review from Others
Can Void Ticket Review
Schedule a hearing
Search ticket data
Setup a payment plan
Enter skeletal ticket payments
Surcharge or Uplift Add
Surcharge or Uplift Delete
Undo Hold
Undo Journalize
Undo the last bill of a ticket
Undo Plate Denial
Undo RO Lookup
View existing ticket attachments
Can view ticket Quickletters
View existing ticket data
Violation Add

Violation Delete
Void approve tickets
Void tickets

g. Describe how citations are imported into the database.

Citations issued from the AIMS Enforcement App are automatically imported via wireless network (cell or wifi). Citations from your current parking system will be imported as part of the data conversion. EDC will request a backup of your current parking database, extract the citation information, and create a script to import this into the AIMS database.

h. Describe any citation appeals process and management capabilities.

Appeals are managed directly from the Adjudication Screen. A customer can submit their appeal request online via the AIMS Web E-Commerce portal, enter their reason for appeal and optionally upload attachments. You can limit the number of days from ticket issuance that a person has to appeal a ticket. Appeals submitted online are sent to AIMS in real-time and appear in a queue for review and adjudication. Appeal requests can also be manually entered into AIMS.

The AIMS Adjudication Screen provides the ability to review the entire ticket record with attachments and the customer's parking history without opening additional screens. The person adjudicating the ticket can choose to approve the appeal, deny the appeal or reduce the fine. Appeal decision letters can be emailed or printed and mailed.

i. Describe any administrative customization of citation fields.

You can create unlimited selections for badge numbers, locations, violations, surcharges, vehicle descriptive information, and comments.

j. List citation table fields and properties.

Field Name	Field Data Type	Field Length	Notes
Ticket Number	NVARCHAR	25	
Issue Date	DATETIME		
Unit ID	NVARCHAR	3	
Case Number	NVARCHAR	12	
Badge Number	NVARCHAR	15	
Ticket Status Code	NVARCHAR	25	
Ticket Status Description	NVARCHAR	200	
Ticket Origin Code	NVARCHAR	15	
Ticket Origin Description	NVARCHAR	200	
Public Comment	NVARCHAR	200	
Private Comment	NVARCHAR	200	
Meter Number	NVARCHAR	8	
Block Number	NVARCHAR	7	

Direction Code	NVARCHAR	3	
Direction Description	NVARCHAR	200	
Precinct Code	NVARCHAR	25	
Precinct Description	NVARCHAR	200	
Location	NVARCHAR	200	
Chalk Date	DATETIME		
Stem 1	INTEGER		
Stem 2	INTEGER		
Vehicle Plate Number	NVARCHAR	12	
Vehicle State Code	NVARCHAR	25	
Vehicle State Description	NVARCHAR	200	
Vehicle VIN	NVARCHAR	18	
Vehicle Make Code	NVARCHAR	25	
Vehicle Make Description	NVARCHAR	100	
Vehicle Model Code	NVARCHAR	25	
Vehicle Model Description	NVARCHAR	200	
Vehicle Color Code	NVARCHAR	25	
Vehicle Color Description	NVARCHAR	200	
Vehicle Body Type Code	NVARCHAR	25	
Vehicle Body Type Description	NVARCHAR	200	
Vehicle Plate Type Code	NVARCHAR	25	
Vehicle Plate Type Description	NVARCHAR	200	
Vehicle Year	INTEGER		
Violation Code	NVARCHAR	15	Zero to many violations per ticket
Violation Description	NVARCHAR	70	
Violation Amount	DECIMAL	8,2	
Surcharge Code	NVARCHAR	25	Zero to many surcharges per ticket
Surcharge Description	NVARCHAR	50	
Surcharge Amount	DECIMAL	8,2	
Uplift Code	NVARCHAR	25	Zero to many uplifts per ticket
Uplift Description	NVARCHAR	50	
Uplift Amount	DECIMAL	8,2	
Permit Number	NVARCHAR	17	
Registration Number	NVARCHAR	12	
Registration Expiration Date	DATETIME		
Pass Expiry Date	DATETIME		
Pass Elapsed Time	INTEGER		
Comment Type Code	NVARCHAR	10	Zero to many comments per ticket
Comment Type Description	NVARCHAR	200	
Comment Value	NTEXT		

4. Payment Processing

a. Describe ability to access fines and fees for a particular customer including customer name, customer number, license plate number, vehicle identification number, parking permit number, parking citation number, etc.

Records can be accessed by searching account #, name, customer type, plate number, address, phone number, email, receipt #, check #, authorization #, bill #, fee #, payment date range, custom fields, ticket #, VIN, badge number, ticket status, ticket issuance date range, location of ticket issuance, permit #, permit type, active date range, permit location, permit status, and permit attributes. You can use any combination of these fields and also wildcards. AIMS will display the search results and bring the record up on screen where payment can be posted.

b. Describe ability to display and process multiple fines and fees associated with a particular customer including permit fees, parking citation fines, towing charges, late penalties, etc.

The AIMS Account screen provides a listing of all outstanding items on the customer's record. Payment can be posted in full for all items or you may choose which items you would like to pay. AIMS can print and/or email receipts to customers.

c. Describe ability to process payments for citations which have not yet been entered into the system.

AIMS includes a "Skeletal Payments" feature which allows you to post a payment for a ticket that has not yet been in the system. The payment is automatically matched to the ticket once the ticket is entered into the system. The Skeletal Payments feature only requires the ticket number. You do not have to enter the entire ticket record in order to post the payment.

d. Describe any in-person, online, mobile app payment processing options.

Payments can be posted by the customer online via AIMS Web from a desktop browser or smartphone browser or posted in the office by a cashier.

e. Describe availability of PeopleSoft Transfer process for hard or soft transfers.

AIMS can transfer a variety of data to PeopleSoft. This can include outstanding receivables from AIMS to PeopleSoft, payments from PeopleSoft to AIMS, payments from AIMS to PeopleSoft, hold adds and releases from AIMS to PeopleSoft, a GL export of payments from AIMS to PeopleSoft, payroll deduction files from AIMS to PeopleSoft, student charges from AIMS to PeopleSoft and demographic imports from PeopleSoft to AIMS.

The AIMS File Processor (AFP) facilitates data transfers and executes all tasks without user initiation. Tasks may be scheduled by date, day of the week or time interval (hourly, nightly, etc.). The AFP runs unattended on the server without an operating system user logged in. File input/output formats are user configurable (file can be either fixed width or delimited, and field order can be chosen). As part of the implementation, EDC configures the file outputs to conform to your desired format. EDC also configures any file imports to conform to PeopleSoft's export file.

AIMS has advanced configuration abilities for data field mapping, ordering, formatting and can work with file headers or footers. AIMS can automatically backup, copy, move, delete and process data files for both import and export through a scriptable and schedulable procedure. AIMS can upload or download files to or from remote servers using: network shares, mapped drives, FTP, sFTP, and SCP. AIMS logs file transfers and reports on job status by date range and process name.

f. Describe system compatibility with third-party credit card payment processors (CashNet, Elavon, etc.).

AIMS can redirect the shopping cart to the third-party payment gateway of your choice for a completely PCI compliant solution. We have existing integrations with Cashnet, Elavon, Authorize.net, Blackboard Transact, Cybersource, First Data, Heartland, Moneris, NelNet, PayPal, Touchnet, Transfirst, and TrustCommerce.

As an option, you may choose to implement the Bluefin PayConnex payment gateway which facilitates secure card present transactions via a P2PE encrypted card reader as well as online e-commerce transactions. This payment gateway provides additional functionality including the ability for the customer to store payment methods with their account as a secure, encrypted token, the ability to rebill a card online, and the ability to refund a card directly through AIMS without opening up your payment gateway's portal. All funds are batched nightly into your existing bank account via your existing payment processor. Pricing for this option is listed in the Price Proposal section. The Bluefin PayConnex payment gateway will utilize your current Elavon payment processor. All funds will be deposited directly into your back account via Elavon.

g. Describe reconciliation processes.

AIMS includes several reports for end of day reconciliation. The AIMS End of Day Report is a cash drawer close out report. This report provides both a summary and detail of all transactions taken during the day per cashier. If using this report, the cashier would view the report prior to closing their cash drawer, ensure the payment match the items in their cash drawer and accept their batch.

AIMS also includes reports that list payments by payment origin (internet, counter, etc.), payments by tender type, payments by user, payments by item type (citation, fee, permit, etc.), reports to reconcile payroll payments and more.

5. Reporting Capabilities

a. Describe reporting capabilities.

AIMS comes complete with 200+ canned reports categorized by Customer, Financial, Ticket, Permit, Event, LPR and Vehicle. The majority of reports are date/date-range driven, provide easy selection criteria, and can be output as pdf, csv or xlxs.

Dynamic reports can be scheduled to run unattended and email to specified parties at your chosen time interval. For example, you may choose to receive an Issuer Productivity Report of all of yesterday's activity at 1:00am on weekdays. Any report can be scheduled to work in this way.

AIMS reporting is robust. Unlike other systems on the market, query building or SQL knowledge is not necessary to pull the data you need. Everything is at your fingertips. AIMS also saves your most frequently generated reports in a list for easy access.

AIMS comes complete with a built-in report writer which allows you to customize any canned report, create letter/email templates, or create a new report based on an intuitive and built-in data set. All reports created in the Repot Designer are available in the AIMS report menu.

b. Provide a list of all reports delivered as part of the base product including a short description of each and how reports are accessed. Include a sample of several reports for review.

Following is a listing of all reports provided with AIMS. This listing of reports and the samples that follow consist of trade secrets and may not be shared to outside parties.

In addition to the listing below, AIMS also provides heatmaps that display locations of Issued Tickets, Permit Density, Hit Activity and Read Activity across your campus.

REDACTED: Pages 23-38 report types and images of system

c. Describe auditing/logging functionality (complete transaction records, database objects such as permit, citation, customer modifications).

AIMS logs all transactions at the system level (AIMS File Processor activities), end user level (all transactions for users logged into AIMS), and record level (all transactions for a customer, ticket, permit, event, and vehicle record). The audit trails include date/time stamp, transaction ID and type, transaction description, IP address of transaction origin, and User ID. Audit trails cannot be altered at any level.

d. Describe ability to modify existing or create custom reports.

AIMS includes a built-in report designer with intuitive data set which provides the ability to customize or create new reports. All reports created through the report designer are accessible directly within the AIMS reports menu.

e. Describe ability to populate data into letter or email templates and automate batch processing of notice letters/emails.

AIMS can generate letter/email templates to send in batch as billing letters, account statements, permit invoices, and event billing letters. AIMS can also generate letter/email templates to send to groupings of permit holders and groups of customers. These types of letters are often used to notify customers of a lot closing, campus activities, online renewal and more but can be used for any purpose.

AIMS can generate “Quickletters” so that you can notify individuals via email or mail for any reason you choose.

Emails are also generated automatically when an appeal decision is made, when a customer is notified that they may purchase a permit from the waitlist, and when a customer is notified that they have been removed from the wait list.

All letters/emails will automatically populate the data you choose to include. Examples include name, address, ticket numbers, permit numbers, account numbers, and so forth. Any information related to an account, ticket, permit, vehicle or event can be inserted into the template and will be automatically populated by AIMS.

AIMS also has the ability to send text messages to groups of permit holders. Pricing for text messaging is listed as an option.

f. Describe what, if any, third-party software is utilized to generate and modify reports or letters.

AIMS utilizes DevExpress to generate and modify reports and letters.

g. Describe ability to create reports intended to identify active permits with no payroll deduction, payroll deduction without an active permit, etc.

The Permit Payment Categories report can output this information. You can select permits that are currently active that are paid with any category other than payroll and permits that are inactive that are paid with payroll.

h. Describe reporting output formats available.

All reports can be exported to pdf, csv, or xlsx.

6. Application Integration

a. Describe any ability for integration with PeopleSoft applications (Enterprise software).

AIMS can retrieve files of demographic information from PeopleSoft, transmit financial information to PeopleSoft for billing or payroll deduction, retrieve payroll deduction information from PeopleSoft, and transmit general ledger payment amounts to PeopleSoft.

Data exchanges are scheduled and run unattended on the AIMS server. Manual intervention is not required. We have several universities that integrate AIMS with their PeopleSoft application.

b. Describe any ability for integration with student housing tracking software (i.e. StarRez).

AIMS has live integrations with StarRez to import student information. AIMS can import a file from any student housing tracking software. This would typically be a file of demographic information and housing codes for campus residents. We can import any housing information that is pertinent to your parking operation and build rules based upon housing locations.

c. Define ability to interface with DMV databases to obtain vehicle owner information either internally or through a third-party vendor.

AIMS has the ability to import Registered Owner information from various states. AIMS cannot receive information from IA, MO, NC, ND, NH, NV, PA, UT, or VT. If JMU has an account with the Commonwealth of VA, we can retrieve that information at no additional charge.

Pricing for our RO lookup service is listed as an option. We can also send and retrieve files from a third-party vendor if that is your preference.

d. Describe available integration with third-party pay-by-phone vendors.

AIMS has live integrations with Flowbird, Pay-by-Phone, Passport, ParkMobile, Honk Mobile, S Park, Park Wiz, and Pango. AIMS has an open architecture and can interface with any pay-by-phone system on the market.

As an option, we have listed pricing for our AMP Park (AIMS MobilePay) pay-by-phone app. AMP Park is a native iOS and Android App that integrates with AIMS in real-time, allowing full control over your rate structures, convenience fees, zones, descriptions and rules to be configured and altered directly within AIMS.

AMP Park transactions are stored directly in the AIMS database, allowing you to view a vehicle's citation, permit, ***and*** pay-by-plate history on one screen. All AMP Park payments are also stored in AIMS, allowing you to report on your complete parking department's finances in one system – including citation, permit, fee, and pay-by-plate revenue.

With AMP Park, JMU can set your own rates and determine your own convenience fees. Payments are deposited directly into your merchant account on a nightly basis via your existing Elavon payment processor. Pricing for AMP Park is listed in this proposal as an option.

e. Describe available integration with third-party license plate recognition system vendors.

AIMS has live integrations with Genetec, Vigilant, SenSen and Tannery Creek LPR systems. We are a Genetec certified partner and authorized to install and configure both mobile and fixed LPR solutions. Our Genetec integration is quite advanced and described in detail in our response to item j. This proposal includes a real-time interface to your Genetec system.

f. Describe available integration with third-party multi-space metered parking vendors.

AIMS has live integrations with Digital, Flowbird (Parkeon and Cale), IPS and Metric meters. AIMS retrieves either pay-by-space or pay-by-plate sessions from the multi-space meter software and displays them on the AIMS Mobile Enforcement app to officers in the field.

g. Describe available integration with third-party parking guidance system vendors.

We have not integrated with a parking guidance system vendor, however AIMS has an open architecture and can transmit any information contained in AIMS to your parking guidance system.

CMJ-1094 Addendum 1 specified a goal of building violation heatmaps over time periods. AIMS currently has this functionality and pulls data from the LPR vehicles and from the enforcement apps.

h. Describe available integration with parking access control system vendors.

AIMS has live integrations with Tiba, HUB, Designa, and Amano McGann parking access control vendors. AIMS sends credential activations and deactivations to these systems based upon a customer's permit status, permit type and/or assigned location.

i. Describe available integration with third-party credit card payment processors.

AIMS can redirect the shopping cart to the third-party payment gateway of your choice for a completely PCI compliant solution. We have existing integrations with Cashnet, Elavon, Authorize.net, Blackboard Transact, Cybersource, First Data, Heartland, Moneris, NelNet, PayPal, Touchnet, Transfirst, and TrustCommerce.

As an option, you may choose to implement the Bluefin PayConnex payment gateway which facilitates secure card present transactions via a P2PE encrypted card reader as well as online e-commerce transactions. This payment gateway provides additional functionality including the ability for the customer to store payment methods with their account as a secure, encrypted token, the ability to rebill a card online, and the ability to refund a card directly through AIMS without opening up your payment gateway's portal. All funds are batched nightly into your existing bank account via your existing payment processor. Pricing for this option is listed in the Price Proposal section.

j. Describe compatibility with any current hardware and integrations as laid out in Section II Background Statement.

AIMS has live integrations with Genetec Mobile LPR, Luke II pay stations, ParkMobile pay-by-phone and Magnetic and TIBA access control systems.

Genetec:

Our Genetec LPR integration consists of real-time transfer of permits, vehicles, and warnings to Genetec's Security Center and real-time retrieval of all reads and hits from Patroller to AIMS and the AIMS Mobile Enforcement App. Hits display on the AIMS Mobile Enforcement App, providing all officers in the field the ability to issue a citation. The hit information is automatically uploaded with the parking citation. If you choose to implement the AIMS eTicket module, you can issue tickets to hits from within the office. This allows the vehicle operator to continue driving through campus while in-office staff review all LPR data and either email or print and mail parking citations.

Our Genetec integration also displays hits and reads on a map in AIMS and lot counts in AIMS. You do not have to use Security Center to pull the LPR data you need to evaluate your parking operation.

Luke II Pay Stations:

AIMS can retrieve pay-by-space and/or pay-by-plate data directly from your Digital pay station software. This information is transferred to the AIMS Mobile Enforcement App. In a pay-by-space environment, the officer would use the Space screen to view a listing of paid, unpaid, and soon to expire parking spaces. They can tap on a space and issue a citation. The purchase time, expiration time and elapsed time will print directly on the ticket. In a pay-by-plate environment, the officer can view a listing of active vehicles, vehicles whose time has expired, and sessions that are due to expire. They can tap on any plate to issue a citation. The purchase time, expiration time and elapsed time will print on the ticket. This information is also searched any time a plate is scanned or entered on the AIMS Mobile

Enforcement Device. In addition, the pay-by-space or pay-by-plate transaction appears in AIMS on the ticket screen. This is useful information in the case that an individual appeals an overtime ticket.

ParkMobile:

The ParkMobile interface works in the same way as the Luke II integration. AIMS can work with both pay-by-space and pay-by-plate environments.

Magnetic and TIBA Access Control:

AIMS transmits a file of access controls for active permit holders that are imported into TIBA. We can support any type of credential. The credential could be the University ID card, a proximity card, transponder, RFID, vehicle plate number, or any combination. AIMS transmits to TIBA activations and deactivations per your business rules. We utilize TIBA's API to send this information.

We have also connected Fixed LPR cameras to Magnetic Gates for LPR access. We can install Genetec Fixed LPR cameras and configure them to work with your Magnetic gates to allow access to vehicles with permission to park in those locations. Extra costs would apply.

7. Event Management

a. Describe ability to enter, store, access and modify data associated with event management including event name, description, start date and time, end date and time, event venue, parking restrictions, number of attendees, special instructions, associated permits assigned, event contact name and phone number, etc.

Events are entered, stored and edited on the AIMS Event Screen. Events can be accessed directly from the events screen or from the AIMS search menu.

The following data can be collected and edited directly from the event screen:

- Event Type
- Event Name
- Event Status
- Location
- Expected Payment Method
- Estimated # of Attendees
- Actual # of Attendees
- Event Start and End Dates
- Event Registration Start and End Dates
- Event and Billing Contacts – Including address, phone number(s), email address(es)
- Billable Resources
- Staff working Event
- General Notes, Billing Notes and Enforcement Notes
- Attachments
- Permits Available for Sale
- VIP Attendees

You can define the type and number of permits for sale for each event. You can also setup voucher codes for events and charge a reduced or $0.00 fee. Payment for event resources can be posted directly onscreen. Bills may also be generated for event resources.

Permits that have been purchased for the event display directly onscreen with a running total of permits purchased, amount paid and amount due.

b. Describe event management processing, scheduling, resource allocation, creation of standard rates per space, permit, staff resource, equipment resource, etc. that can be modified at time of sale.

Setting up an event involves selecting a user-defined type of event (conference, concert, admissions, sports, etc), naming the event, selecting the event venue (optional), selecting the expected payment type (optional), entering the estimated and actual event attendees (optional), selecting the start dates for the event and also when a person can purchase an event permit online, assigning any billable resources (voucher codes, cones, buses, staffing, etc.), selecting which permit types are available for sale with the event and entering a capacity.

Rates for any type of resource can be setup. You can choose to select the rate type (flat, hourly, daily, etc.), and enter the qty. AIMS will automatically calculate the amount due per resource. Multiple billable items can be added to the event. AIMS can generate event bills for email automatically on a schedule, or you may generate a bill on the fly. The Event Screen also has the ability to create custom "Quickletters" which are often used to provide a quote to the event contact, but can be used for any correspondence.

c. Describe the ways in which event information can be presented, sorted (i.e. date, venue, event name, organizer etc), and exported (Excel/Word/PDF/Other).

AIMS can display listing of events by date in a calendar format (pdf), a listing of issued events (pdf, excel), and listings of unpaid events. All event reports are listed in the Reporting Capabilities section of our response.

Events can be searched and displayed by number, name, account number, type of event, event location, event status, and start/end date range. Search results can be sorted, printed, copied and pasted into excel or word.

d. Describe ability, if any, to track equipment loaned to another department or event organizer, such as gate permits, cones, barricades, etc. and their expected date of return.

Equipment can be entered as a resource – either at a cost or at a $0.00 charge. You can enter the start date and end date, which would represent the expected date of return. The amount and dates can be edited prior to billing.

e. Describe ability to communicate event information to field personnel in real-time.

Events, enforcement notes and event permits are sent to the AIMS Mobile Enforcement App in real-time. Event information displayed to the field personnel includes the event name, event location, active dates, and custom enforcement notes.

8. System Capabilities

a. Describe application access management controls (internal user, role-based rights assignments with a high degree of granularity [view, edit, delete, etc.]).

AIMS provides over 300 different permission options per user or role, categorized by system administration, customer management, ticket management, permit management, LPR management, events management, vehicle management and boot/tow management, payment processing and reporting.

System permissions range from read-only to full administrative access. Permissions can be assigned to a group of users (role-based) and/or individual users. AIMS provides a high degree of granularity for permissions related to data and activities that can be accessed/initiated from the account screen, ticket screen, permit screen, event screen, vehicle screen and tow screen, and LPR dashboard. These permissions can be setup individually. For example, you may allow an end user view only access to a customer record, but not a permit record.

b. Describe password management.

Users can authenticate directly through AIMS or through JMU's single-sign-on portal. If authenticating through AIMS, you can define the minimum and maximum password length, requirements for upper and lowercase characters, requirements for numbers, force password change after x amount of days, and rules for user lookout after x amount of login fails.

Another alternative is to implement JMU's single-sign-on-portal within AIMS. In this way, the user would be redirected from AIMS to your SSO login page and the password rules dictated by your internal SSO would apply. The choice is yours and this feature is included with the price proposal.

c. Describe customer ability to create or modify customer, vehicle, permit, appeal information via customer portal.

The AIMS Web E-Commerce module provides several options that can be enabled or disabled related to accounts, vehicles, permits, tickets and appeals.

You can choose whether or not to allow a customer to add address or edit address information. You can require a customer to provide certain types of emails, phone numbers, and addresses. For example, you may which to require that a customer enter their cell phone number or local address.

Most customers would login through their campus SSO portal which would retrieve their campus address information. However, you can also enable email authentication for university affiliates that do not exist in your campus directory (contractors, food service workers, etc.). Email authentication allows the customer to create an account and enter any address/contact information you require.

You can enable the ability for customers to add, remove and edit their vehicle(s). This is important in a virtual permitting environment where the plate is the permit credential. You can define the maximum number of vehicles that can be active at a time and also allow a customer to temporarily replace their vehicle with a different plate. This is useful for people that may be driving a different car to campus for a period of time.

Permits can be purchased online, the user can add vehicle(s) to their permit, and you can choose to allow the customer to request changes to their permits. This could include cancellation, refund request, vehicle changes, and a request for a different permit type.

Appeal options can also be set. You can define the number of days an individual has to appeal a ticket, whether or not they can upload attachments with their appeal, which violations are allowed or disallowed for appeal, the maximum number of appeals a customer can submit online within a year, and which ticket statuses can be appealed online.

d. Provide a data dictionary or schema to show the data that the system will collect/hold.

The AIMS database dictionary is an extensive html file, accessible via our knowledgebase and available to all clients. We are unable to provide our entire data dictionary within this proposal, however a sample is provided below. We would be happy to provide a link to our database dictionary as an electronic file upon request. This portion of our database dictionary contains proprietary trade secrets.

REDACTED: Page 47 ticket types.

[redacted]

e. Describe data protection capability, including backups.

The default AIMS installation implements a layered access control approach: user authentication, component separation (database server, app server, web server, and workstations), TCP/IP connection encryption, a variety of security permissions on the various components of AIMS (administrators, cashiers, managers, enforcement, etc.).

Communication is secured through https, RSA + DES encryption. The database can be secured through the database connectivity layer as per the instructions for the specific type of database (Oracle / MS SQL Server). Communication between AIMS Web+ and AIMS Server is secured through RSA private key authentication. The AIMS Server and Database Server exist behind a firewall so network traffic routing can also be utilized.

We utilize Amazon's secure cloud computing environment. Each AIMS client is provisioned a dedicated database, application and webserver. We do not comingle client data with other customers. AIMS data is protected both in-motion and in-rest via https and AES-256.

Client servers are provisioned in both an East Coast and West Coast US data center. JMU's production system would be housed in the AWS East Coast data center. Hourly incremental backups are transmitted automatically to the West Coast data center. Full backups are sent from the East Coast to West Coast data centers nightly.

f. Define the system's ability to maintain historic data (i.e. past permits, citations, and transaction data).

AIMS does not limit the amount of historic data you wish to maintain. You can choose to bring in as many permits, citations, accounts and vehicles you choose. Transaction data by user id, date/time, transaction type, and IP address is stored. You may choose to purge data after x amount of years or if the data is in a certain status, etc. AIMS does not force a purge of data.

g. Describe any ability for the import of legacy data from the existing JMU on-premises system.

This proposal includes migration of your legacy parking data to AIMS. We can import your entire parking database. We have imported several clients from T2, NuPark/Passport, Cardinal, Bosscars, Clancy, and in-house developed systems.

The data conversion process involves JMU providing a backup of your current database in the native format. JMU will not have to extract any data or provide us with separate files in specified formats. We will take your existing database, extract the data, and import it into the AIMS system. We perform a test conversion for review and training and a final conversion directly prior to system go-live.

h. Describe any ability of the system to support imagery data consisting of photographs and scanned images.

As part of the data conversion, we will import any images, photos, and documents provided.

i. Define waitlist, appeals and waivers notification methods.

Unlimited email and mail notification letters can be setup and accessed for waitlist confirmation, waitlist notification that a permit is available for permits, waitlist notification that the person has been removed, letters for appeal received, appeal approved (citation waived), ticket fine reduced (partial appeal) and appeal dismissed/denied are available. All letters/emails can be customized and edited. Any information related to the record can be automatically inserted into the email/letter. All emails/letters that are sent are automatically attached to the customer's record and can be reproduced.

j. Define webpage/app white labeling/branding/customization capability.

The AIMS Web E-Commerce tool has built-in branding capabilities that include the ability to define color schemes, add/edit on-page messages, and add university logos or images. You can choose to incorporate your twitter feed on AIMS Web, have a news section, have custom policies related to appeals, permit purchase, and refunds, and changes messages on any page throughout the site.

You can view different customer webpages at the following links. You may wish to view these on both desktop and mobile browsers.

https://uvm.aimsparking.com/

https://ncsu.aimsparking.com/

https://txstate.aimsparking.com/

https://gsuparkingweb.georgiasouthern.edu/

k. Define task scheduling capabilities.

AIMS has a built-in task scheduler. Tasks run unattended on the AIMS server and can be scheduled to run daily, on specified days of the week, weekly, monthly or a custom schedule. You can choose the time of day that you would like the task to run and choose to have the task repeat every x amount of minutes. You can also choose the order in which you would like the tasks to execute.

Some of the tasks that can be scheduled include data imports and exports, automated email of reports, permit expirations, permit activations, generation of billing letters and statements, recalculation of ticket late fees, and updates to ticket payment plans.

AIMS logs all automated tasks. You can also manually execute any task.

l. Define data import/export formats supported by the system.

Data transmittal includes but is not limited to account, ticket, permit vehicle, wait list and financial information both into and out of the AIMS system through file imports and exports. AIMS can read/write ASCII and Unicode character sets and can read/write fixed, delimited, CSV, XML, and customized file formats.

AIMS has advanced configuration abilities for data field mapping, ordering, formatting and can work with file headers or footers. AIMS can automatically backup, copy, move, delete and process data files

for both import and export through a scriptable and schedulable procedure. AIMS can upload or download files to or from remote servers using: network shares, mapped drives, FTP, sFTP, and SCP. AIMS logs file transfers and reports on job status by date range and process name.

m. Describe system ability to enter notes in an open text field for customer, permit, citation, etc.

Comments can be free-form entered on the account, ticket, permit, vehicle, event, and boot/tow screens. Unlimited comments with unlimited characters can be entered and AIMS records the user and date/time of comment entry and edit. Comments can be set to appear in a list or as an alert which pops-up on screen when the record is accessed.

You can also setup pre-defined comments that an end-user can select from a pick-list. Comments can also trigger a reminder to be sent to designated users. Clicking on a reminder pop-up brings the user to the customer's record.

n. Describe system ability to print records as needed including but not limited to customer, permit, citation, appeals, etc.

AIMS does not restrict printing from any screen. The AIMS Account screen includes the ability to print a customer's history in a summary or detail format. The Account History shows all tickets, permits, vehicles, fees, balance and payment history associated with the customer's account. AIMS includes the ability to reprint a copy of any issued ticket along with any images captured during issuance. The appeal screen includes the ability to print an Adjudication Packet, which includes all information necessary to appropriately accept or deny the appeal.

o. Describe the Help system and how it can be modified.

AIMS help can be accessed directly from the system and by logging in to support.aimsparking.com. Help consists of various video tutorials, downloadable pdfs of training manuals, technical documentation, recorded webinars, and FAQs.

p. Describe how the product addresses accessibility to ensure the application is accessible to people with disabilities. Describe testing for adherence to accessibility guidelines and standards. Provide documentation of the testing performed and results of that testing including the Web Accessibility and Template.

Both the customer-facing AIMS Web E-Commerce application and the AIMS application used within the parking office have been programmed to adhere accessibility guidelines and standards. Appendix A includes a description of our ADA Compliance Programming guidelines and our Accessibility Conformance Report for VPAT ® Version 2.3 (Revised) WCAG Edition.

C. Application Technology

1. Provide list of all available modules and a description of each module.

AIMS Base System: AIMS is a fully integrated parking management system, handling all facets of enforcement, permitting, customer and vehicle management. AIMS links all records (citations, appeals, permits, boot/tow records, vehicles, etc.) to a single account. All information can be viewed on a single screen where payments can also be posted with access to each individual record. AIMS includes complete reporting tools, ability to create several billing and notification letters, and more.

AIMS Web E-Commerce: The AIMS Web E-Commerce module is a self-service customer portal, allowing your parkers to manage their complete account online via a mobile or desktop web browser. AIMS Web interacts in real-time with the AIMS system, allows for secure ticket payments, appeals, permit purchasing, and vehicle management.

The AIMS Web E-Commerce module is a responsive, customer facing web app for parking self-service. JMU affiliates can login via your single sign on portal and view their parking account. Customers can request parking, pay for a parking permit, view/join/manage their waitlist, form or join a carpool using the optional carpool module, update vehicle information, pay a citation, appeal a citation and view boot/tow information. AIMS Web connects in real-time with AIMS, your single sign on portal for secure authentication, and your payment gateway for PCI Level 1 Compliant payment transactions.

AIMS Web supports custom availability rules that determine which permit(s) a person may purchase depending upon your business rules and the biographic information contained in AIMS. AIMS Web supports online credit card payments, debit card payments, billing to student account and payroll payments. Payment choices can be limited by the permit type being purchased or by the customer type logged-in. AIMS Web can also be setup so that visitors can purchase parking permits online, print permits on demand, pay citations and appeal citations. Logins can also be configured so that department coordinators can send parking invitations to their guests and either pay for their permits or pass the charge along to their guests. Guests can print custom permits online to place on their dash or use their vehicle as their parking credential.

AIMS Mobile Enforcement App: The proposed AIMS Mobile Enforcement App is bundled with a rugged Bluetooth printer for use on the Android device of your choice, which you would procure separately from your carrier. AIMS Mobile communicates with AIMS in real-time via your wireless or cellular network. Our app includes GPS tracking, built-in LPR, capability to capture unlimited pictures and videos with each citation. Upon print and/or email of a ticket, all information is sent to AIMS in real-time. Upon scanning of a plate or entry of a permit, AIMS is searched in real-time and displays permit information and citation history to the issuing officer.

AIMS Mobile has functionality for tracking and video recording your entire boot/tow process. This includes the ability to mark vehicle damage, record contents, and assess additional fees. Boot/Tow records are also sent to AIMS in real-time and automatically associated with the customer account record.

AIMS Boot/Tow Module: The Boot/Tow module includes the ability to record and track vehicle boots and tows from the AIMS Mobile Enforcement App and the ability to manage booted or towed vehicles within the AIMS system. Recording a boot or tow from the AIMS Mobile Enforcement app includes the ability to collect vehicle information, capture pictures and mark any vehicle damage, record the contents of the vehicle at the time of boot or tow, record the location, record the tow-to company and location, and print out a boot/tow ticket. This information is sent to the AIMS system automatically, and if

applicable, a fee is added to the customer record. The customer can see the status of their boot/tow online via AIMS Web. Boot/tow information can be viewed on one screen in the office, including pictures, vehicle damage, vehicle contents, and boot/tow status. You can record if the vehicle is currently booted, if the boot has been removed, and if it has been towed or released from tow. Payment for all outstanding items on the customer's account can be posted directly from the boot/tow screen.

AIMS Events Module: The AIMS Events module provides complete functionality for event management from one easy-to-use screen. The Events module includes the ability to enter and collect all pertinent event information, add billable resources to an event, vend permits for an event, assign staff to an event, generate letters and bills for an event and post payment directly onscreen. Event attendees can purchase event permits online, use a voucher code to access an event pass, print an event permit online, or enter their vehicle as the permit credential online. All permits purchased as part of the event are viewable directly on the event screen. AIMS includes various reports related to event activity.

AIMS LPR Module: AIMS supports both physical and virtual permitting. The AIMS LPR Software Module communicates in real-time with both mobile and fixed LPR. The AIMS LPR Software Module allows for enforcement of physical and/or virtual permits. All LPR data, including reads, hits (vehicles that should be ticketed) and ticketed-hits is stored and viewed directly in the AIMS system. Citations can be issued from the AIMS Mobile Enforcement App without having to reenter any data. The AIMS Mobile Enforcement App contains all LPR information including hits, GPS coordinates, LPR infrared and context images and the pinpoint on a map. This allows any enforcement officer to issue a ticket to a vehicle captured in violation by the LPR cameras. The parking citation record also includes all LPR data including the infrared and context images, GPS coordinates of the LPR reads and the location of citation issuance displayed on a map.

Both mobile and fixed LPR devices record real-time lot occupancy. This data is also stored in AIMS and can be viewed on a dashboard in graphical format and in a standard report. Lot occupancy data can be compared among different locations and date ranges.

AIMS displays the locations of hits, reads, and ticketed hits on an easy-to-read map format. This can be limited by type of hit (no permit, shared permit, scofflaw, etc.), vehicle operator or patrol vehicle. The Fixed LPR cameras can open gates and also track vehicles in violation.

AIMS eTicket Module: The AIMS eTicket Module works in conjunction with your Genetec LPR equipment, allowing in-office staff the capability to completely enforce vehicles parked in violation. The eTicket module retrieves hits from Genetec and displays them in a queue for staff to claim and review. In-office staff can choose to review certain types of hits, hits where a name/address is matched, hits in a specified zone or hits of a certain type.

The hit review screen displays the LPR infrared and context images, GPS location and coordinates of hit and the customer's complete parking history. The user can choose to reject the hit or create a ticket. Tickets can be emailed and or queued for mailing. With this module, you can also have the enforcement staff in the field be responsible for issuing citations to unknown vehicles while in-office staff issues citations to people with email or physical addresses.

AIMS Carpool Module: The AIMS Carpool Module allows customers to form a carpool online and splits the cost of the carpool permit among the members, per your user-defined rate structures. The Carpool Module allows for complete in-office management of carpool including approving carpool requests, assigning carpool permits (virtual or physical), tracking members, disbanding carpools, and suspending carpools. Several reports are provided.

AMP Park – AIMS MobilePay: AMP Park is an iOS and Android app used for pay-by-plate parking transactions. AMP Park is fully integrated with the AIMS system, allowing full control over your rate structures, convenience fees, zones, descriptions and rules to be configured and altered in one system.

AMP Park transactions are stored directly in the AIMS database, allowing you to view a vehicle's citation, permit, *and*, pay-by-plate history on one screen. All AMP Park payments are also stored in AIMS, allowing you to report on your complete parking department's finances in one system – including citation, permit, fee, and pay-by-plate revenue.

With AMP Park, the JMU can set your own rates and determine your own convenience fees. Payments are deposited directly into your merchant account on a nightly basis.

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

All modules above function as an integrated whole. While all modules are part of the AIMS application, you can restrict user permissions so that they only have access to certain modules. For example, you may allow a portion of your staff the ability to manage events yet block them from accessing or viewing any other portions of the system.

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

Any file imports and exports are batch jobs that run unattended on the server. Other tasks that are run in batch include the generation of billing letters, mass write off of parking tickets, and purging of unnecessary AIMS data. Some tasks run nightly on a batch, but also update records real-time as they are accessed. This includes adding late fees to a ticket and changing the permit status based upon a date range. Any batch job can be scheduled to run at your desired frequency.

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

Any information in picklists is configurable. JMU can define all items in picklists. JMU can also define custom fields on the account and permit screens. System menus are not configurable.

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

University technical staff would require training on use of the AIMS Administration menu and the AIMS File Processor. Technical staff should also be trained on use of the AIMS Report Designer. System troubleshooting is simple as AIMS presents clear messages to the end user. EDC staff manages and maintains all technical aspects of the system. Advanced technical expertise on JMU's end is not necessary to configure or manage AIMS. Technical skills required may include knowledge of

Networking, Firewalls, Internet Security Appliances, OS User Permissions, XML File Formats, and Basic HTML.

6. Describe customizations available with associated cost as a fixed fee or hourly rates by technician level (Section X Pricing Schedule).

System customization is quoted at an hourly rate. JMU will define any required customizations to the system, such as addition of features that do not come standard with AIMS or new data exchanges with third-party systems. EDC creates a thorough statement of work outlining customization and hours of work necessary. Customization is billed by the hour. Hourly rates are listed in the price proposal.

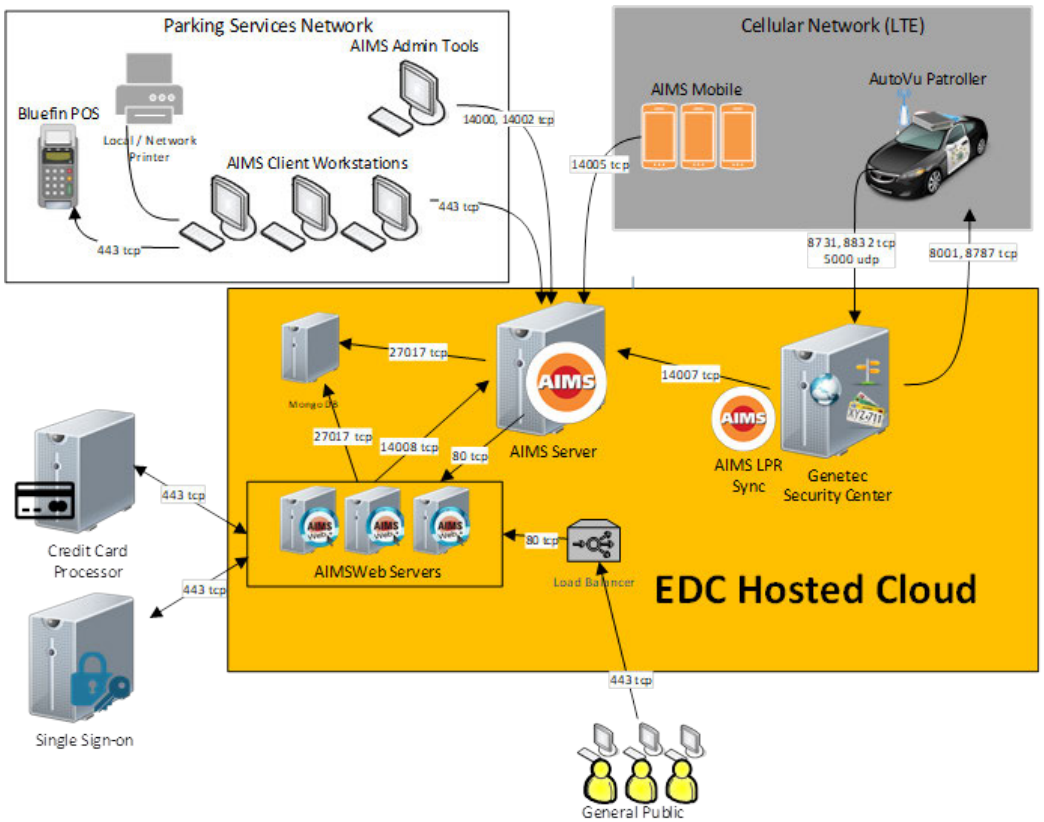
7. Describe how customization impacts future updates to software.

Customization does not impact future updates to software. Any program customizations are made part of the AIMS source code. We do not supply different versions of the software to different clients. This ensures that all updates are backwards compatible with all functionality – be it standard or custom. We activate customizations via our clients' license file that would turn on or off a feature for a particular client.

8. Provide an architectural/technical diagram of your system.

Our standard network diagram is below.

AIMS Network Diagram



9. Describe backup and restoration of data schedule/safeguards.

EDC provides remote hosting services in Amazon EC2 with redundant backups between US East 1 in Virginia and US West 2 in Oregon.

Critical Reliability features Include:

- Full machine backups for restoration into redundant failover environment
- Hourly database backups stored off server for restoration into redundant failover environment
- Maximum distance between production and failover environments in case of natural disaster
- Virtual servers are protected by Amazon Security Groups and software based firewalls (VPC)
- Administration of your server is only allowed through encrypted connections and by select EDC systems administrators using two factor authentication
- Administration of your server is only allowed from the EDC corporate office in Syracuse, NY
- Monitoring of your AIMS system is done constantly 24/7 and any outage is reported to EDC support personnel for immediate resolution
- Utilizes Amazon's EC2 environment for proven reliability, security, uptime and scalability

Backups

- The AIMS environment is backed up on both East and West Coast data centers
- Full backups occur each night for restoration in the event of a disaster
- Hourly incremental backups are done throughout the day
- Backups are rotated to the opposite side of the country each night

In the event of an outage, the complete AIMS system is recovered from the West Coast data center from the latest hourly incremental backup.

10. Describe any standard and proprietary API's integration/connection resources, and development language and tolls that extend your toolset.

The AIMS Client API includes SOAP and Rest web services that can be connected to through most modern tools and programming languages for both reading and writing data to AIMS. Additionally, AIMS has the ability to import and export many different data elements through batch files (delimited, xml, fixed width).

11. Describe functionality across platforms, devices, and browsers.

The AIMS application operates on all major desktop and mobile browsers, including Microsoft Edge, Firefox, Safari, Chrome and Opera. All AIMS updates are tested for compatibility on the latest two versions of the aforementioned browsers. AIMS and AIMS Web are support on desktop and mobile browsers.

12. Describe your customer service support services including support contact options, standard days/hours of availability, and include specific days/hours when support is not available (e.g. holidays, etc.).

EDC provides personalized, hands-on technical support and troubleshooting assistance for all components of the AIMS software and any supplied hardware. Standard, in-office support hours are Monday – Friday from 8:30 am to 5:00 pm EST. Support technicians can be reached via toll-free number and/or email. There is no need to login to a portal and submit a ticket to request support. A human being always answers the phone and directs the customer to a software developer for support issues. Afterhours support is provided at no additional charge, 24/7, exclusive of Federal holidays. Afterhours support can be reached via toll-free number and a technician is paged for callback.

13. Describe support escalation processes.

At EDC Corporation, software support and programming are performed by our software engineers. Database conversion, system implementation, interface configuration, AIMS Web+ configuration and ongoing support are performed in our Syracuse, NY headquarters. Support personnel are reached directly via toll-free telephone and/or email. The support priority schedule is listed below.

Our support staff is well-versed in both parking and the latest software technologies. Engineers conduct customer training and onsite implementations, attend parking conferences to keep abreast of the latest technology, present at AIMS User Conferences and provide exceptional software support to AIMS Users.

In addition to our ongoing customer support, we provide the following support throughout the entire AIMS implementation including, but not limited to:

- Complete configuration of AIMS settings to meet your business rules
- Complete configuration of export/import files and acceptance testing assistance for Banner integration
- Complete configuration and acceptance testing assistance of AIMS Web+ SSO portal and payment gateway
- Database conversion and assistance with acceptance testing
- Onsite training prior to go-live

The specific goals of Support Services are to provide day-to-day user support; application up-grades; patches; documentation as released; and technical support.

Software Support is provided 24/7, exclusive federal holidays, and includes:
All New Release Software and Documentation
800 Telephone Support
Remote Support Access via WebEx, VNC, PC Anywhere or Similar Products
Email Support
FTP Access
Customer Support History
Online Knowledgebase
Online System Tutorials
Technical Software Support
Hardware Troubleshooting

Support Priority Schedule

Priority	Description	Response	Completion

Level 1	Issues that result in the customer's inability to fulfill core critical business functions	Within 1 Hr	Within 12 Hours
Level 2	Issues that significantly impact use of system but do not prevent core functions	Within 3 Hrs	Within 24 Hours
Level 3	All other issues (except Level 4)	Within 6 Hrs	Within 72 Hours
Level 4	Issues that are not time-sensitive or may be undertaken as improvements to the next software release	Within 48 Hrs	Prior to next release

14. Describe update/upgrade schedule.

Major version updates of AIMS are introduced annually, coinciding with our Fall AIMS User Conference. New versions of AIMS are built on a weekly basis and contain feature enhancements. EDC will update your AIMS server upon your request, in case of a known issue, or as a result of any program customization.

D. Implementation, Timeline, Training

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

A typical AIMS implementation ranges from 12 – 16 weeks from contract finalization. A project plan for implementation of AIMS per the scope of this RFP follows and is based on previously used project plans.

Task Name	Resource Names	Estimated Duration
Finalize Contract	EDC, JMU	1 day
AIMS Install	**EDC, JMU**	**13 days**
Configure AIMS Server Hosted Environment	EDC	5 days
Install AIMS Servers	EDC	2 days
Complete AIMS Database Setup Questionnaire	EDC, JMU	5 days
Configure AIMS Administration Menu	EDC	1 day
Load Starter AIMS Database	EDC	1 day
Install AIMS Administration Panel	EDC, JMU	1 day
AIMS Web+ Install		**17 days**
Complete AIMS Web+ Questionnaire	EDC, JMU	5 days
Install AIMS Web+ Server Environment	EDC	1 day
Configure AIMS Web+ Per Questionnaire	EDC	2 days
Configure Web Authentication	EDC	2 days
Configure Payment Gateway Interface	EDC	1 day
Brand AIMS Web+	EDC, JMU	2 days
AIMS Web+ Acceptance Testing	JMU	3 days
Database Conversion		**15 days**
Determine Records Retention Rules for Conversion	JMU	1 day

Provide Copy of Existing Parking Database	JMU	1 day
Database Review	EDC	5 days
Database Conversion Planning Session	EDC, JMU	1 day
Test Database Conversion and Load in Hosted Environment	EDC	5 days
Data Conversion Acceptance Testing	JMU	2 days
Interface Delivery		**26 days**
Demographic Data Import: PeopleSoft		**15 days**
Demographic Planning Session	EDC, JMU	1 day
Provide Sample File for Import	JMU	1 day
Program Demographic Import	EDC	10 days
Acceptance Testing	JMU	2 days
Housing Import: StarRez		**17 days**
Planning Session	EDC, JMU	1 day
Provide Sample File for Import	JMU	1 day
Program File Import	EDC	10 days
Acceptance Testing	JMU	2 days
Financial Interface: PeopleSoft		**14 days**
Planning Session	EDC, JMU	1 day
Provide Sample File Layouts for Export	JMU	1 day
Program Financial Export(s) and Import(s)	EDC	10 days
Financial Interface Acceptance Testing	JMU	2 days
Gate Arm Integration		**8 days**
Planning Session	EDC, JMU	1 day
Configure Export of Credential Activations and Deactivations	EDC	5 days
Acceptance Testing	JMU	2 days
AIMS Mobile Enforcement App Install		**33 days**
Design Parking Ticket Layout	EDC, JMU	1 day
Procure Android Smartphone/Tablet	JMU	5 days
Deliver Printers and Ticket Stock	EDC	30 days
Install AIMS Mobile App	JMU	1 day
Acceptance Testing	JMU	1 day
Training/Go-Live		**6 days**
AIMS Training	EDC, JMU	5 days
Final Database Conversion	EDC	1 day
Go-Live	EDC, JMU	1 day

2. Describe all university personnel resources required for implementation.

JMU resources will be required for the tasks listed below. At a minimum, this project will require involvement of Parking and Transportation Director/Managers and Parking and Transportation IT staff.

Task	Description	University Resource
Business Rule Setup	AIMS database and AIMS Web questionnaires will be provided to Parking and Transportation project leads. Your AIMS representative will work with you to complete these questionnaires in order to configure the AIMS system per your rules.	Parking and Transportation Director/Manager
Database Conversion	EDC will require a copy of your existing parking database. JMU will upload your database to our sFTP site.	Parking and Transportation IT Liaison
Database Acceptance Testing	With the assistance of EDC, JMU will review the AIMS system as setup with your business rules and test conversion. Records should be spot-checked and appropriate reports generated to compare parking data.	Parking and Transportation Staff
SSO Authentication	EDC will configure AIMS and AIMS Web to authenticate users via JMU's SSO Portal	University IT Employee with knowledge of JMU Authentication Technology
Payment Gateway Configuration	EDC will configure AIMS Web to redirect to your Cashnet (or other) payment gateway.	JMU Employee with access to payment gateway control panel
Demographic Import	AIMS will be configured to import person information, on a nightly basis, from JMU systems such as PeopleSoft and StarRez.	JMU IT with ability to extract data from these systems and script files for automated export
Financial Integration	AIMS will be configured to exchange financial data with PeopleSoft. This will require JMU staff to be available for planning calls, be able to define business rules and be able to script/schedule data exchange to and from PeopleSoft.	JMU IT with knowledge of PeopleSoft JMU Staff with knowledge of business processes.
Gate Arm Integration	AIMS will be configured to export active and deactivated credentials to your Tiba gate arm system. This will require JMU staff to define business rules and control groups and JMU staff with access to Tiba's control panel.	JMU Staff with knowledge of Tiba gate software and business rules.
Training	EDC will train all JMU staff on use of the AIMS system.	All managers and end-users.

3. **Describe any hardware required for implementation (provide pricing in Section X Pricing Schedule).**

Required hardware includes Android devices and Zebra Bluetooth printers for each Mobile Enforcement App. JMU will be responsible for the procurement of Android devices and data plans, separately from this proposal. The Zebra Bluetooth printers are included with the AIMS Mobile Enforcement App subscription.

4. **Describe data migration options available and any potential items not covered under implementation with rates detailed in Section X Pricing Schedule.**

Our proposal includes all implementation services, including data conversion, business rule setup, and configuration of all file transfers between AIMS and third-party systems.

5. **Describe training catalog. Provide detail on types of training available (i.e. included with implementation, on demand online/in person training, self-serve web trainings). Price in person (inclusive of travel costs) and remote options as relevant in Section X Pricing Schedule. Response should include differentiation between technical staff and end-user training.**

We offer onsite and remote training. We recommend five days of training for your staff to become completely familiar with the AIMS system. Training is divided into sections such as enforcement and ticket management, permit management, reporting, cashiering and system administration. We recommend dividing your staff into groups based upon their roles and job duties.

Remote training is provided during the implementation process so that staff are able to review the setup of your business rules and perform database acceptance testing. This training is included at no extra charge as it is necessary to ensure a smooth transition from your current system to AIMS. It is also helpful for your staff to have viewed the AIMS system prior to final training.

Onsite training is recommended and best performed directly prior to go-live in an on-campus computer lab with a station for the trainer. We provide a hands-on training approach where the trainer demonstrates functionality and the trainees follow along in AIMS. Trainees will have experience performing all of their job duties during training and go-live would typically occur on the Monday after training.

Remote training sessions are also available and are best conducted in half-day sessions. We can utilize any video conferencing tool to provide remote training. Our standard tools are Google Meet, WebEx or GoToMeeting.

Our online knowledgebase includes training videos and manuals that can be accessed on-demand. These resources are included with your subscription.

Pricing for online and remote training is listed in the Price Proposal.

6. **Describe availability/approach to test and production environments.**

JMU will have access to a test environment at no charge up until go-live. Pricing for a test system after go-live is listed in the Price Proposal. You can choose to utilize the test system on a monthly or yearly basis. The test system will be refreshed with your production database upon request.

E. Documentation

1. **Provide a list of documentation provided with the product and format provided.**

The following training manuals are provided in pdf format:

- AIMS 9 General Training Manual
- AIMS Web Branding Guide and Template Editing
- AIMS Mobile Enforcement Training Manual
- AIMS Import/Export Configuration and Scheduling Manual
- AIMS Receipt Printing Manual
- AIMS Waiting List Tutorial
- AIMS Department Guest Online Tutorial
- AIMS Report Designer Guide
- AIMS Web Administration Training Manual
- AIMS Permission Setup Guide
- AIMS Permit Type Setup Guide
- AIMS Permit Letter How-To

The following Technical Documentation is available. Note that many more articles exist. The summary below represents the most commonly used documentation.:

- Installation Guides (pdf)
- AIMS Web Vehicle and Permit Available Rule Examples (webpage)
- AIMS Data Dictionary (html)
- AIMS LPR Sync Installation Instructions (pdf)

2. **Clarify if documentation available to university users and any potential restrictions on web publication to end users.**

The available documentation is designed for university AIMS users and technical administrators. Publication of these manuals outside of university employees with access to AIMS is restricted.

F. Security

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

HECVAT Attachment F has been completed and exists on the flash drive along with all supporting documentation.

3. Expertise, Qualifications and Experience

EDC Corporation is dedicated to providing user-friendly software for parking operations throughout North America. Incorporated in 1995, our products and services are exclusively tailored for the parking industry. University, Municipal, Hospital and Private parking operations across the United States and Canada use AIMS, AIMS Web+, AMP Park, and the AIMS Mobile Enforcement App for comprehensive and easy-to-use in-office enforcement, permit and event management; online parking services, mobile

parking payments, electronic enforcement and bi-directional communication between AIMS and various campus enterprise systems.

EDC Corporation is headquartered in Syracuse, NY with remote offices in California, Texas, Georgia and Ontario, Canada. We are a privately owned company with over $6 million dollars in annual revenue. We have no outside money interests to answer to and our steady growth is beneficial to our customers – who are our most valued stakeholders.

Parking operations across the United States and Canada utilize the proposed AIMS System to manage their complete parking operation for enforcement management, customer facing parking self-service, AIMS Mobile Pay customer-facing pay-by-phone app, and AIMS Mobile App for ticket issuance. EDC Corporation has grown over the years which has led our AIMS Parking Management System to become the most comprehensive, yet user-friendly parking management system available on the market today. The growth and enhancements have been guided by the industry in general and our clientele in particular. More than 180 parking departments have streamlined their operations with EDC products. Our user base continues to grow.

At EDC Corporation, all software support and programming are performed by our software engineers in our Syracuse, NY headquarters. In addition to our headquarters, EDC Corporation has numerous regional offices that facilitate client account management and sales associated with AIMS. We believe in live personal contact between our support staff and end-users. We do not believe in "Virtual" support offices or assigning our clients to other end users as peer support staff.

Annually, we host our AIMS User Group Conference, which consists of all participating AIMS users within North America. This group consists of Municipalities, Universities, Colleges, and Private Operators. The 2019 AIMS User Conference was held in Fort Worth, TX. Each year, our AIMS User Conference features an overview of all new system functionality, introduction of new software modules, customer presentations, and the opportunity for clients to provide us with valuable feedback.

Overall, EDC Corporation has a great reputation of customer satisfaction and meeting the needs, deadlines and goals of all projects, no matter the size. We encourage you to contact our references for first-hand testimonials.

Resumes of Main Project Personnel:

Name and Title:	**Tor Jones, Director of Software Development and Support**
Project Responsibilities and Roles:	Tor will act as the technical project manager and the liaison between the University's technical employees, parking department operations managers, and EDC development and programming staff. Tor will develop interface documents and statements of work, which outline all aspects of implementation including data conversion, integration with the University's enterprise systems, integration with third-party parking software systems, and deployment of all proposed products.
Educational Background:	SUNY Plattsburgh, 2001; B.S. Computer Science
Years of Relevant Experience:	Tor has been a member of the EDC team since 2001, with experience as a software engineer, support technician, manager

	of the support team, and director of software development and support. Tor has vast experience coordinating the migration of parking departments from both in-house and COTS parking systems, including definition and setup of business rules, data conversion, and development of a variety of system integrations. Tor's role at EDC has included design of the AIMS database, leading AIMS architecture changes, consultation on AIMS GUI design, and configuration of business rules for a variety of parking departments. Throughout his career at EDC, Tor has attended a variety of parking conferences, trained parking staff on the use of AIMS, and conducted numerous presentations at our annual user conference.

Name and Title:	**Ellen Genung, Vice President**
Project Responsibilities and Roles:	Lead project contact for implementation, functional training, and ensuring that all products delivered conform to the specifications outlined in our proposal.
Educational Background:	Syracuse University, 2012; M.B.A. Entrepreneurial Management SUNY Binghamton, 1999; B.A. Liberal Arts
Years of Relevant Experience:	Ellen joined EDC in 1999, performing inside sales, outside sales, customer relationship management, and promoted to Vice President of Operations in 2007. Ellen has vast experience working with parking department directors, managers, supervisors and end-users; understanding parking business rules, communicating clients' needs, and coordinating all development and support activities with internal staff. Throughout her career at EDC, Ellen has attended and presented at a variety of parking conferences, trained parking staff on the use of AIMS, and conducted numerous presentations at our annual user conference.

Name and Title:	**Tomasz Kuczynski, Lead Software Developer**
Project Responsibilities and Roles:	Lead developer and software support technician. Tomasz will be assigned programming tasks and work with end users during and after go-live. Tomasz will assist other internal EDC staff with supporting the University's AIMS operation.
Educational Background:	Lemoyne College, 2012; B.S. Mathematics and Computer Science
Years of Relevant Experience:	Tomasz joined EDC in 2012, performing software support and programming tasks. Tomasz was the lead developer for the AIMS Mobile Enforcement App. Throughout the past 8 years, Tomasz has moved from a support technician to a lead software developer. Tomasz has experience implementing new clients, managing projects, performing a variety of programming tasks, configuring systems, and configuring integrations.

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.

2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

   Years 25 Months 4

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 #
North Carolina State University	5 Years	2721 Sullivan Drive Raleigh, NC 27695	Chris Dobek 919-515-1603
Texas State University	2.5 Years	601 University Drive San Marcos, TX 78666	Tyler Schneider 512-245-6543
Georgia Southern University	9.5 Years	Parking and Transportation Services Statesboro, GA 30460	Derrick Davis 912-478-7275
Auburn University	1.5 Years	330 Lem Morrison Drive Auburn, AL 36849	Arishna Lastinger 334-844-4196
University of North Florida	1.5 Years	1 UNF Drive, Building 52 Jacksonville, FL 32224	Salena Tepas 904-620-2815

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

   Electronic Data Collection Corporation (EDC)

   105 Wyoming Street, Suite 300

   Syracuse, NY 13204

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:

5. Small Business Subcontracting Plan

EDC Corporation is a certified NYS Women's Business Enterprise. All work will be performed by EDC Staff. No subcontracting opportunities exist for this project.

ATTACHMENT B

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

Offeror Name: Electronic Data Collection Corporation (EDC) **Preparer Name:** Ellen Genung

Date: 1/13/21

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: CMJ-1094 Parking Management System

Date Form Completed: 1/13/2021

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

Offeror / Proposer:

Electronic Data Collection Corporation (EDC) — Firm

105 Wyoming Street, Suite 300, Syracuse, NY 13204 — Address

Ellen Genung, 315-706-0310 — Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

6. Amount of Sales with VASCUPP Member Institutions

Longwood University: $28,000.00 last 12 Months

7. Proposed Cost.

A. Licensing model and pricing including, as relevant, breakdown by modules, user volume, pricing tiers, and/or discounts available to JMU and VASCUPP members who may utilize any resulting cooperative contract.

The provided pricing is a hosted subscription to the AIMS Parking System, with necessary modules to completely satisfy JMU's requirements as outlined in your RFP and our response.

Pricing includes use of an AIMS site license for management of enforcement, citations, permits, events and your LPR system. Integrations to PeopleSoft, your housing system, single sign on portal, gate arm system and payment gateway are included as well as real-time integrations to your Genetec system, pay-by-phone and multi-meter systems for enforcement purposes.

The AIMS Mobile Enforcement Apps are bundled with a rugged Zebra ZQ511 Bluetooth printer. We have priced 16 enforcement apps and also indicated the unit cost. Parking ticket rolls have been provided at no charge.

Pricing for modules that are above and beyond the scope of your RFP is listed in response to item I. JMU may choose to add any of these items to the annual subscription at any time in the future.

Any VASCUPP member is eligible to utilize this pricing.

B. Provide price for product and services including a total project cost.

a. Provide breakdown of base pricing and separate optional module costs.
b. Provide breakdown of hardware costs (indicate required and optional devices as relevant).

Pricing for the complete system to satisfy all functionality and services outlined in your Statement of Needs is below. Please refer to the list pricing in section I for additional modules.

JMU is responsible for procurement of Android devices with wireless connection to operate with each of your AIMS Mobile Enforcement Apps. The AIMS Mobile Enforcement App is compatible with Android devices running version 5.1 or higher with Bluetooth, auto-focus camera, and microphone.

	Year 1	Year 2	Year 3
AIMS Parking Management System: Site License to Satisfy All Items in Statement of Needs	$75,652.00	$75,652.00	$75,652.00
16 AIMS Mobile Enforcement App with Bluetooth Printer ($1,300 each)	$20,080.00	$20,080.00	$20,080.00
Genetec Security Center Hosting	$5,000.00	$5,000.00	$5,000.00
Total:	**$100,732.00**	**$100,732.00**	**$100,732.00**

This price proposal is all inclusive of the following **at no extra charge**.

- AIMS Parking Software Subscription: Site License for integrated management of citations, permits, vehicles, LPR data, boots/tows and events
- AIMS Web+ E-Commerce Solution for online Permit Requests and Payments, Customer Wait List Management, Ticket Appeals and Payments, Event Permit Purchase, Boot/Tow viewing and payment, and customer parking account viewing
- Real-Time integration with your payment gateway and single-sign-on portal
- 16 AIMS Mobile Enforcement Apps for Android with Zebra ZQ511 Printer (Android device procured separately by James Madison University from the source of your choice and communicates to AIMS in real-time through either WiFi or cellular network)
- Automated Interfaces with PeopleSoft, Housing System, and Gate Arm System
- AIMS Enforcement API – Real-time integration with LPR, pay-by-phone and multi-meter systems
- T2 Database Conversion
- Complete Configuration of Parking Business Rules
- 5 Days Training including expenses
- 200 Rolls Custom Poly-Thermal Parking Citation Rolls
- PCI Compliant Hosting Services
- Annual PCI Audits, Quarterly Vulnerability Scans and Penetration Testing
- System Implementation Fees
- Software Support and Upgrades

C. Implementation Services, include expenses breakdown, (personnel/days/hours).

a. Price any on premises hourly rates to be inclusive of travel costs.

b. Data migration costs.

All implementation Services, including data conversion are included at **no additional charge** as part of this proposal. With the exception of any onsite training, all implementation services will be performed from our Syracuse, NY headquarters.

D. Customization and Configuration Cost

System configuration and implementation of items proposed is included with the base cost of the system. Any programming for features not expressly requested in this proposal or that are not already included as part of the AIMS product feature set will be programmed at our hourly rate of $275.00.

E. Ongoing Maintenance and Support

Ongoing Maintenance and Support are provided with the software subscription fee at **no additional charge**.

F. Integrations

Integrations with PeopleSoft, Housing, Gate Arm Software, Pay-by-Plate, Parking Meters, your SSO Portal, and Payment Gateway are included with the price proposal at **no additional charge**.

Hourly rates for custom programming would apply should JMU require additional integrations not specified in your Statement of Needs.

G. Initial and Ongoing Training

a. Price any on premises hourly rates to be inclusive of travel costs.

Initial training services are included at **no additional charge** with the price proposal. Follow-up onsite training is charged/day at the rate of $2,000.00, inclusive of travel costs. The hourly rate for any post-go-live online training is $250.

H. Professional Services

All necessary professional services for a successful go-live are included at **no additional charge**. Professional services provided include conference calls for planning and project management, interface documentation, interface configuration, business rule setup, data conversion, and preliminary online training for acceptance testing purposes.

I. All Other Cost (including optional costs)

Optional costs for additional modules and services not included in our response to item B are listed below.

Optional AIMS Modules Not Included in Subscription Price:

Qty	Description	Annual Subscription
1	Payment API (Bluefin, PayIt, Parkeon Payments, Barnacle Payments)	$200.00
1	Carpool Module	$3,500.00
1	eTicketing Module	$1,715.00
1	Text Communications	$200.00
1	AIMS Email Service	$500.00
1	AIMS Mobile Event Point of Sale	$515.00
1	Annual Test Server Hosting ($400/Month plus $500 Setup Fee)	$4,800.00

AMP Park Pay-by-Phone App:

Qty	Description	Unit Cost
1	Charge Per Transaction	$0.20
1	Annual Support	$500.00

Registered Owner Lookups:

Out-of-State RO Lookups: $1.25/lookup. RO information is not available for IA, MO, NC, ND, NH, NV, PA, UT, or VT. CT lookups are $1.50 each.

Peer to Peer Encrypted (P2PE) Over the Counter Credit Card Transactions:

Qty	Description	Unit Cost
1	PAX S300 Retail PIN Pad for P2PE Card Present Transactions	$360.00
1	Monthly Fee Per PAX S300 Device	$20.00
1	Charge Per Transaction	$0.20

P2PE AIMS Mobile Event Point of Sale Transactions:

Qty	Description	Unit Cost
1	PAX S300 Retail PIN Pad for P2PE Card Present Transactions	$200.00
1	Monthly Fee Per WisePad2 P2PE Bluetooth Card Reader	$20.00
1	Charge Per Transaction	$0.20
1	Monthly PCI Compliance Fee	$5.00

AIMS Citation Billing Print & Mail Services

Large Postcard Mailer: 5.5" x 8.5" 10pt White Postcard Stock

Qty	Description	Unit Cost
1	Setup Fee	$500.00
1	Annual Support	$500.00
1	Per Mailer Price (plus postage)	$0.40
1	NCOA Address Updates	$0.35

Billing Letter with Perforated Payment Coupon:

8.5" x 11" 24lb White Paper Stock with Perforated Return Payment Coupon and Return Envelope

Qty	Description	Unit Cost
1	Setup Fee	$500.00
1	Annual Support	$500.00
1	Per Mailer Price (plus postage)	$0.60
1	NCOA Address Updates	$0.35

J. 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.

A 3% processing fee applies to credit card payments. Our VISA registration number is 314192.

Appendix A: AIMS ADA Compliance

The following documents include a description of our ADA Compliance Programming guidelines and our Accessibility Conformance Report for VPAT ® Version 2.3 (Revised) WCAG Edition.

AIMS 9 - ADA Compliance Programming

This document serves to outline some of the key changes made to make AIMS 9 web pages ADA compliant. These coding standards should be replicated for all new features programmed in AIMS 9.

1. aria-label

PURPOSE: Most form elements within the system have a corresponding label tag to describe the purpose of the element. Sometimes there are no labels because they are visually self-explanatory or the element is multi-part (i.e. a date-time picker). A visually impaired user depends on the label to determine how to interact with the input element. An aria-label is then used to both prevent the inclusion of an unnecessary label tag while also informing the user on what the element is.

2. Orphaned Label

PROBLEM: Throughout AIMS there are text blocks that are incorrectly declared as labels. A <label> tag is syntactically valid without referencing an input element but poses a challenge for screen readers. Screen readers rely on label references to correctly declare prompts for the user and to help them navigate the site.

SOLUTION: Convert a rouge (orphaned) label to a tag.

3a. Tables: Empty Hyper-Link Cells

PROBLEM: Most tables use hyperlinks within a row's cell that redirects the user to a corresponding page. These cells can sometimes be empty depending on the record produced. These empty hyperlink cells cause problems for screen readers because there is no identifying text for the listener.

SOLUTION: Instead of creating aria-labels for each <a/> tag, we instead chose not to render the <a/> tag if no data is present.

3b. Tables: Empty Header Cell

PROBLEM: A large portion of tables contain columns with empty headers. These columns are mainly used for buttons or other actionable controls. Screen readers require table headers to contain text to help index the table for the listener.

SOLUTION: Convert all empty <th> tags to <td> tags. Screen readers skip over empty <td> tags and is valid HTML.

4a. Hidden Navigation Menu: Common Elements

PROBLEM: Getting to the main menu, left menu, or main content would require tabbing through many elements to get to where you wanted to go.

SOLUTION: Added <a> tags that when clicked on will move the current tab to a desired location. These <a> tags have a css class 'skip_to' which hides the element until it is put into focus through tabbing.

4b. Hidden Navigation Menu: Page Specific Elements

PROBLEM: Certain pages have extra elements that are specific to the page that would be useful to quickly tab to.

SOLUTION: Added a check to see if the page specific element exists on the screen. If it does, the nav element 'hidden_menu' has an <a> tag appended to it.

4c. Hidden Navigation Menu: Help Menu

PROBLEM: Certain commands available to help people with screen reader assistance needed a way to know what the shortcuts are.

SOLUTION: Added a hidden element that will not show on the screen, but will be read through the screen reader. The help button is added after all the page-specific elements are added.

Screen Reader Common Occurrences

1. Opening Hidden Elements - The af_grid_buttons Dilemma

PROBLEM: Displaying hidden elements on a button click is a common screen mechanic in AIMS. These hidden elements are usually placed at the end of the document and far away from the button that toggles it. This poses a problem for screen readers as the cursor does not jump to the new content.

SOLUTION: Automatically focus the cursor on the newly displayed element. This will jump the screen reader to the important information and prevent the user from **tabbing** away.

It is crucial that the element you are attempting to focus on has as **tabindex** attribute. Without it, the **.focus()** jquery function does not work. The **tabindex** attribute can be added directly in the template through HTML but it was added here for simplicity.

This same method was used for directing the user to popups (pgwModal).

EDC Corporation Accessibility Conformance Report VPAT 2.3 (Revised) WCAG Edition

Name of Product: AIMS 9.0.21.1

Product Description: AIMS 9 is a web-based application for back office management of Parking Tickets and Permits.

Report Date: December 31, 2019

Contact Information: Torrance Jones, 800-886-6316, tor@aimsparking.com

Notes: This document outlines the level of accessibility supported for the AIMS 9 Web Client, in accordance with the Web Content Accessibility Guidelines (WCAG) 2.0.

Evaluation Methods Used: The AIMS 9 user interfaces are developed to follow the Level A guidelines set by WCAG 2.0. The assistive technologies JAWS, WAVES and NVDA are used to test AIMS 9 and it's accessibility features.

Application Standards and Guidelines: The resulting three tables document our compliance to each level of the WCAG 2.0 conformance requirements. Each level is evaluated for full pages and functionality

within the application. Full documentation on the WCAG 2.0 guidelines can be found here https://www.w3.org/TR/WCAG20/#guidelines.

Conformance Terms:

- Supported: The functionality has at least one method that meets the criterion without any known failures.
- Supported With Exceptions: Some components of the application does not fully meet the requirements of the criterion.
- Not Supported: The product's functionality does not meet the majority of the criterion.
- Not Applicable: The criterion is not relevant to the application.

Success Criteria: Level A

WCAG 2.0 Criteria	Conformance	Comments
1.1.1 Non-text Content (Level A)	Supported	All controls, images, and non-text content has a text alternative. All decoration content is ignored by assistive technology. All time-based media notifies the user when information changes.
1.2.1 Audio-only and Video-only 1.2.2 Captions (Pre-recorded) 1.2.3 Audio Description or Media Alternative (Pre-recorded) (Level A)	Not Applicable	Application does not use pre-recorded media
1.3.1 Info and Relationships (Level A)	Supported	
1.3.2 Meaningful Sequence (Level A)	Supported	
1.3.3 Sensory Characteristics (Level A)	Supported	
1.4.1 Use of Color (Level A)	Supported	No content is identifiable purely through color. Color is mainly used to show relative importance or that content exists.
1.4.2 Audio Control (Level A)	Not Applicable	Application does not use audio media
2.1.1 Keyboard (Level A)	Supported	All content is navigable through the keyboard. The Application also provides keyboard shortcuts to jump the cursor to different key content.
2.1.2 No Keyboard Trap (Level A)	Supported	

2.2.1 Timing Adjustable (Level A)	Not Applicable	The Application does not contain time sensitive controls or content.
2.2.2 Pause, Stop, Hide (Level A)	Supported	
2.3.1 Three Flashes or Below Threshold (Level A)	Supported	The application does not rapidly flash information to the user
2.4.1 Bypass Blocks (Level A)	Supported	Blocks of information can be bypassed through a hidden menu and through the use of headers
2.4.2 Page Titled (Level A)	Supported	
2.4.3 Focus Order (Level A)	Supported With Exceptions	**Tables With Form Inputs** Tabbing between column text fields is cumbersome when also navigating through tables. It is difficult to keep track of what row is focused while entering data
2.4.4 Link Purpose (In Context) (Level A)	Supported With Exceptions	**Redundant Link In Tables** Some table rows contain links to the same piece of content. These links have unique content but all direct the user to the same page.
3.1.1 Language of Page (Level A)	Supported	
3.2.1 On Focus (Level A)	Supported	
3.2.2 On Input (Level A)	Supported	
3.3.1 Error Identification (Level A)	Supported With Exceptions	Errors in forms are notified to the user through text. The specific cause for form errors are not always indicated.
3.3.2 Labels or Instructions (Level A)	Supported	
4.1.1 Parsing (Level A)	Supported	
4.1.2 Name, Role, Value (Level A)	Supported	

Success Criteria: Level AA

WCAG 2.0 Criteria	Conformance	Comments
1.2.4 Captions (Live) 1.2.5 Audio Description (Pre-recorded) (Level AA)	Not Applicable	Application does not use live or pre-recorded media
1.4.3 Contrast (Minimum) (Level AA)	Supported	Application provides multiple color themes to support maximum color contrast. Most if not all layered content contrasts at 7:1.
1.4.4 Resize text (Level AA)	Supported	
1.4.5 Images to Text (Level AA)	Not Applicable	The application does not use images or CSS to fill text content on the screen.
2.4.5 Multiple Ways (Level AA)	Supported	
2.4.6 Headings and Labels (Level AA)	Supported	
2.4.7 Focus Visible (Level AA)	Supported With Exceptions	
3.1.2 Language of Parts (Level AA)	Supported With Exceptions	Input fields can contain languages other than English that are not readily identified with language attributes.
3.2.3 Consistent Navigation (Level AA)	Supported	
3.2.4 Consistent Identification (Level AA)	Supported	
3.3.3 Error Suggestion (Level AA)	Supported	
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Supported	

Success Criteria: Level AAA

WCAG 2.0 Criteria	Conformance	Comments
1.2.6 Sign Language (Pre-recorded) 1.2.7 Extended Audio Description (Pre-recorded) 1.2.8 Media Alternative (Pre-recorded) 1.2.9 Audio-only (Live) (Level AAA)	Not Applicable	Application does not use live or pre-recorded media
1.4.6 Contrast Enhanced (Level AAA)	Supported	Application provides color theme with 7:1 contrast.
1.4.7 Low or No Background Audio (Level AAA)	Not Applicable	
1.4.8 Visual Presentation (Level AAA)	Not Supported	Some text is justified right or center.
1.4.9 Images of Text (No Exception) (Level AAA)	Not Applicable	The application does not use images or CSS to fill text content on the screen.
2.1.3 Keyboard (No Exception) (Level AAA)	Supported	
2.2.3 No Timing 2.2.4 Interruptions (Level AAA)	Supported	
2.2.5 Re-authenticating (Level AAA)	Not Supported	Sessions can expire if the user does not perform an action for an adjustable set of time. Changes made prior to saving is lost.
2.3.2 Three Flashes (Level AAA)	Supported	The application does not rapidly flash information to the user
2.4.8 Location (Level AAA)	Not Supported	Can support through the use of breadcrumbs.
2.4.9 Link Purpose (Level AAA)	Not Supported	Many links cannot be identified from the link text alone. Many links rely on contextual information.
2.4.10 Section Headings (Level AAA)	Supported	
3.1.3 Unusual Words 3.1.4 Abbreviations 3.1.5 Reading Level	Not Supported	Application does not contain any assistive features specific to vernacular, abbreviations, and indication of reading

3.1.6 Pronunciation (Level AAA)		level.
3.2.5 Change on Request (Level AAA)	Supported With Exceptions	**Redirecting** The application redirects multiple times through the client when generating reports. **Pop-up Windows** Some pop-up windows are generated through user input without appropriate descriptive text.
3.3.5 Help (Level AAA)	Not Supported	
3.3.6 Error Prevention (All) (Level AAA)	Supported	All forms and data entry are checked for errors before submissions can be completed.

REDACTED: Appendix B: Terms and Conditions AIMS Software License

See negotitated license included with Negotiation Summary of UCPJMU6125

JAMES MADISON UNIVERSITY

Request for Proposal

RFP# CMJ-1094

Parking Management System

December 17, 2020

NOTE: James Madison University will be closed for winter break from Tuesday, December 22, 2020 until Sunday, January 3, 2021

VIRGINIA ASSOCIATION OF STATE COLLEGE & UNIVERSITY PURCHASING PROFESSIONALS

VASCUPP

REQUEST FOR PROPOSAL
RFP# CMJ-1094

Issue Date: **December 17, 2020**

Title: **Parking Management 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 One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on Tuesday, January 19, 2021 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: Colleen Johnson, Buyer Specialist, Procurement Services, jhons9cm@jmu.edu; 540-568-3137; (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 # CMJ-1092

TABLE OF CONTENTS

I. PURPOSE ..... Page 1

II. BACKGROUND ..... Page 1

III. SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION ..... Page 1

IV. STATEMENT OF NEEDS ..... Page 1

V. PROPOSAL PREPARATION AND SUBMISSION ..... Page 8

VI. EVALUATION AND AWARD CRITERIA ..... Page 11

VII. GENERAL TERMS AND CONDITIONS ..... Page 12

VIII. SPECIAL TERMS AND CONDITIONS ..... Page 19

IX. METHOD OF PAYMENT ..... Page 26

X. PRICING SCHEDULE ..... Page 26

XI. ATTACHMENTS ..... Page 27

A. Offeror Data Sheet

B. SWaM Utilization Plan

C. Sample of Standard Contract

D. Information Technology Services Addendum ***(All Offerors are required to complete)***

E. Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form ***(All Offerors are required to complete)***

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

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 Parking Management System for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for nine (9) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive university in Harrisonburg, Virginia, that is part of the statewide system of public higher education in the Commonwealth. The university offers programs on the bachelor's, master's and doctoral levels with its primary emphasis on the undergraduate student. JMU's current enrollment is approximately 22,000 full and part-time students. The University employs approximately 4,000 faculty and staff.

JMU Parking Services currently manages 7 parking decks and more than 80 surface lots, providing over 14,000 parking spaces to the university's faculty, staff, students, and visitors. Each academic year the department serves more than 15,000 permit holders, facilitates parking for hundreds of campus events and issues approximately 25,000 parking citations. For the past 20 years the department has relied on T2 Systems for its parking management database software. Parking Services utilizes T2 Flex to manage parking permits, parking citations, citation appeals and campus events. Other technologies currently utilized by the department include iPads and Genetec mobile LPR for parking enforcement, Luke II pay stations and ParkMobile for metered parking, Q-Free ultrasonic sensors and signage for vehicle counting and parking guidance and Magnetic and TIBA equipment for access control. The department presently employs 17 full-time staff as well as 25 part-time student employees that assist with enforcement and special events.

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

The Contractor shall have available and be able to demonstrate the use and functions of the following components and/or features of a Parking Management 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. Experience, Qualifications

1. Describe prior experience and qualifications related to accomplishing the Scope of Work herein. To include details regarding:

    a. General background, experience, and qualification of vendor.

b. Provide a listing of vendor's personnel who will be directly involved with the contact, their responsibilities, and their qualification and experience.

c. Provide a list of at least three (3) current installations for the system that is being proposed. For each installation provide the following information:

i. University Name
Contact person
Address
Telephone Number
Number of students
Implementation date
Version of software (indicate if hosted on prem or SAAS)

B. Application

1. Permit Management

a. Describe ability to enter, store, access and modify data associated with each unique parking permit including permit number, date issued, expiration date, cost of permit, method of payment, customer type (faculty, staff, student, visitor, etc.), customer name, customer number, customer address, customer phone number, vehicle description, license plate number(s), etc.

b. Describe ability to manage virtual or e-permits.

c. Describe ability to assign multiple vehicles to an individual permit.

d. Describe ability to assign multiple permits to one customer.

e. Describe ability to assign one vehicle to multiple permits.

f. Describe ability to track the status of parking permits including active, lost, stolen, returned etc.

g. Describe ability to track parking permit inventory for auditing purposes.

h. Describe ability to access and track data for temporary parking permits.

i. Describe ability to create prorated parking permit fee and refund schedules.

j. Describe permit eligibility controls and eligibility waiver management capabilities.

k. Describe ability to sell permits in bulk or without associating with a particular customer (additional questions about event management in Section IV.B.8).

l. Describe any waitlist management process and capabilities.

m. Describe any capabilities for definable customer-role/eligibility based permit allocation (i.e. classifications and subclassifications [students: commuter/resident; faculty: full-time/adjunct]).

n. Describe any administrative customization of permit fields.

o. List permit table fields and properties.

2. Enforcement

a. Describe overview of system's enforcement capabilities included in the system, available as add on modules, and/or available through integrations with 3rd parties.

b. Describe availability of industry-specific handheld or commonly available iOS and Android devices.

c. Describe availability of mobile printer to pair with handheld.

d. Describe availability of maintenance programs for hardware and software.

e. Describe warrantee, repair/replacement processes, hardware service life estimates, and anticipated hardware refresh points that are anticipated across minimally the term of the proposed contract ten (10) years, or longer if hardware service life would exceed proposed term.

f. Describe capability to utilize license plate recognition technology (fixed, mobile, and handheld units).

g. Describe whether system facilitates real-time communication of citation data or requires batch process.

h. Describe ability to tire chalk vehicles or track timed parking spaces.

i. Describe ability to insert both public and private comments on citations.

3. Citation Management

a. Describe ability to enter, store, access and modify data associated with parking citations including citation number, license plate number, permit number, meter number, date, time, officer number, location, violation, vehicle description, vehicle identification number, comments, photographs, etc.

i. Specify any limitations for customization (i.e. field character limits, caps on the number of location IDs).

b. Describe ability to track the status of parking citations including payment due, payment received, paid in full, appeal pending, administrative record hold, non-sufficient funds check hold, uncollectable, etc.

i. Describe any available interface with PeopleSoft Student Administration to track/administer administrative record holds placed on students with outstanding balances.

c. Describe ability to adjust parking fines (indicate automation when relevant) including addition/removal of late fees, change violation code, assess towing charges, appeal upheld, citation void, etc.

d. Describe ability to access and process all fines associated with a specific customer simultaneously.

e. Describe ability to utilize default information from previous citation such as date, officer number, location, etc.

f. Describe internal controls (citation written, officer delete, granular settings).

g. Describe how citations are imported into the database.

h. Describe any citation appeals process and management capabilities.

i. Describe any administrative customization of citation fields.

j. List citation table fields and properties.

4. Payment Processing

a. Describe ability to access fines and fees for a particular customer including customer name, customer number, license plate number, vehicle identification number, parking permit number, parking citation number, etc.

b. Describe ability to display and process multiple fines and fees associated with a particular customer including permit fees, parking citation fines, towing charges, late penalties, etc.

c. Describe ability to process payments for citations which have not yet been entered into the system.

d. Describe any in-person, online, mobile app payment processing options.

e. Describe availability of PeopleSoft Transfer process for hard or soft transfers.

f. Describe system compatibility with third-party credit card payment processors (CashNet, Elavon, etc.).

g. Describe reconciliation processes.

5. Reporting Capabilities

    a. Describe reporting capabilities.

    b. Provide a list of all reports delivered as part of the base product including a short description of each and how reports are accessed. Include a sample of several reports for review.

    c. Describe auditing/logging functionality (complete transaction records, database objects such as permit, citation, customer modifications).

    d. Describe ability to modify existing or create custom reports.

    e. Describe ability to populate data into letter or email templates and automate batch processing of notice letters/emails.

    f. Describe what, if any, third-party software is utilized to generate and modify reports or letters.

    g. Describe ability to create reports intended to identify active permits with no payroll deduction, payroll deduction without an active permit, etc.

    h. Describe reporting output formats available.

6. Application Integration

    a. Describe any ability for integration with PeopleSoft applications (Enterprise software).

    b. Describe any ability for integration with student housing tracking software (i.e. StarRez).

    c. Define ability to interface with DMV databases to obtain vehicle owner information either internally or through a third-party vendor.

    d. Describe available integration with third-party pay-by-phone vendors.

    e. Describe available integration with third-party license plate recognition system vendors.

    f. Describe available integration with third-party multi-space metered parking vendors.

    g. Describe available integration with third-party parking guidance system vendors.

    h. Describe available integration with parking access control system vendors.

    i. Describe available integration with third-party credit card payment processors.

j. Describe compatibility with any current hardware and integrations as laid out in Section II Background Statement.

7. Event Management

   a. Describe ability to enter, store, access and modify data associated with event management including event name, description, start date and time, end date and time, event venue, parking restrictions, number of attendees, special instructions, associated permits assigned, event contact name and phone number, etc.

   b. Describe event management processing, scheduling, resource allocation, creation of standard rates per space, permit, staff resource, equipment resource, etc. that can be modified at time of sale.

   c. Describe the ways in which event information can be presented, sorted (i.e. date, venue, event name, organizer etc), and exported (Excel/Word/PDF/Other).

   d. Describe ability, if any, to track equipment loaned to another department or event organizer, such as gate permits, cones, barricades, etc. and their expected date of return.

   e. Describe ability to communicate event information to field personnel in real-time.

8. System Capabilities

   a. Describe application access management controls (internal user, role-based rights assignments with a high degree of granularity [view, edit, delete, etc.]).

   b. Describe password management.

   c. Describe customer ability to create or modify customer, vehicle, permit, appeal information via customer portal.

   d. Provide a data dictionary or schema to show the data that the system will collect/hold.

   e. Describe data protection capability, including backups.

   f. Define the system's ability to maintain historic data (i.e. past permits, citations, and transaction data).

   g. Describe any ability for the import of legacy data from the existing JMU on-premises system.

   h. Describe any ability of the system to support imagery data consisting of photographs and scanned images.

   i. Define waitlist, appeals and waivers notification methods.

j. Define webpage/app white labeling/branding/customization capability.

k. Define task scheduling capabilities.

l. Define data import/export formats supported by the system.

m. Describe system ability to enter notes in an open text field for customer, permit, citation, etc.

n. Describe system ability to print records as needed including but not limited to customer, permit, citation, appeals, etc.

o. Describe the Help system and how it can be modified.

p. Describe how the product addresses accessibility to ensure the application is accessible to people with disabilities. Describe testing for adherence to accessibility guidelines and standards. Provide documentation of the testing performed and results of that testing including the Web Accessibility and Template.

C. Application Technology

1. Provide list of all available modules and a description of each module.

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

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

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

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

6. Describe customizations available with associated cost as a fixed fee or hourly rates by technician level (Section X Pricing Schedule).

7. Describe how customization impacts future updates to software.

8. Provide an architectural/technical diagram of your system.

9. Describe backup and restoration of data schedule/safeguards.

10. Describe any standard and proprietary API's integration/connection resources, and development language and tolls that extend your toolset.

11. Describe functionality across platforms, devices, and browsers.

12. Describe your customer service support services including support contact options, standard days/hours of availability, and include specific days/hours when support is not available (e.g. holidays, etc.).

13. Describe support escalation processes.

14. Describe update/upgrade schedule.

D. Implementation, Timeline, Training

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

2. Describe all university personnel resources required for implementation.

3. Describe any hardware required for implementation (provide pricing in Section X Pricing Schedule).

4. Describe data migration options available and any potential items not covered under implementation with rates detailed in Section X Pricing Schedule.

5. Describe training catalog. Provide detail on types of training available (i.e. included with implementation, on demand online/in person training, self-serve web trainings). Price in person (inclusive of travel costs) and remote options as relevant in Section X Pricing Schedule. Response should include differentiation between technical staff and end-user training.

6. Describe availability/approach to test and production environments.

E. Documentation

1. Provide a list of documentation provided with the product and format provided.

2. Clarify if documentation available to university users and any potential restrictions on web publication to end users.

F. Security

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

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 **five (5) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.

    b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. **Return HECVAT Attachment F with the electronic copy as a separate Excel file.** 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 form 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 addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the 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' 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. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.

7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

1. Quality of products/services offered and suitability for intended purposes

2. Qualifications and experience of Offeror in providing the goods/services

3. Specific plans or methodology to be used to perform the services

4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses

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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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. PRECENDENCE 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) 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, sexual orientation, gender identity, 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, 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.

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.

Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her

agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic , but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

Z. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

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 nine (9) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians.

For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

I. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

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

K. 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.

L. 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**.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).

T. 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 FTI, 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. FTI 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.

U. 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.

V. 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.

W. 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.

X. 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.

Y. SOURCE CODE: In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial

license fee as contained in the pricing schedule.

Z. 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.

AA. 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.

BB. 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.

CC. 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.*

DD. OWNERSHIP OF INTELLECTUAL PROPERTY: All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

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; however, vendor enrollment for E-Payments has temporarily been suspended as we transition to a new bank. Once we are operational with our new bank, we will ask that our vendors and suppliers enroll in our bank's 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 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 per item VIII. K.

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

A. Licensing model and pricing including, as relevant, breakdown by modules, user volume, pricing tiers, and/or discounts available to JMU and VASCUPP members who may utilize any resulting cooperative contract.

B. Provide price for product and services including a total project cost.

a. Provide breakdown of base pricing and separate optional module costs.

b. Provide breakdown of hardware costs (indicate required and optional devices as relevant).

C. Implementation Services, include expenses breakdown, (personnel/days/hours).

a. Price any on premises hourly rates to be inclusive of travel costs.

b. Data migration costs.

D. Customization and Configuration Cost

E. Ongoing Maintenance and Support

F. Integrations

G. Initial and Ongoing Training

a. Price any on premises hourly rates to be inclusive of travel costs.

H. Professional Services

I. All Other Cost (including optional costs)

J. 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: Information Technology Services Addendum ***(All Offerors are required to complete)***

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

Attachment F: 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 PERSON/PHONE #

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

_____

_____

_____

_____

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the CODE OF VIRGINIA, SECTION 2.2-3100 – 3131?
   [ ] YES [ ] NO
   IF YES, EXPLAIN:_____

_____

_____

_____

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 Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No._____

This contract entered into this_____day of_____20____,by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From_____ through_____

The contract documents shall consist of:

(1) This signed form;

(2) The following portions of the Request for Proposals dated _____:
- (a) The Statement of Needs,
- (b) The General Terms and Conditions,
- (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (d) List each addendum that may be issued

(3) The Contractor's Proposal dated _____and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
- (a) Negotiations summary dated _____.

SAMPLE

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

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

ATTACHMENT D

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 ISO at (ISO@jmu.edu), 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:	_____	SIGNATURE:	_____
PRINTED NAME:	_____	PRINTED NAME:	_____
TITLE:	_____	TITLE:	_____
DATE:	_____	DATE:	_____

REV: March 23, 2020

ATTATCHMENT E

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 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

JAMES MADISON UNIVERSITY

January 8, 2021

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE:	Request for Proposal No:	**RFP# CMJ-1094**
	Dated:	December 17, 2020
	Commodity:	Parking Management System
	RFP Closing On:	**January 19, 2021 2:00pm**

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

1. **Question: How many Genetec LPR vehicles are in use on your campus?**

   Answer: JMU currently has one vehicle, may potentially add a second vehicle at a future date.

2. **Question: Where is your Genetec system hosted? In-house or by a third-party?**

   Answer: Hosted by Genetec (third-party).

3. **Question: What data are you looking to transmit to PeopleSoft and what data are you looking to receive from PeopleSoft?**

   Answer: Data transferred from Peoplesoft to the Parking system consists of Customer information for both Students and Employees. Data transferred from the Parking system to Peoplesoft consists of information pertaining to adding/removing of Student/Employee account holds. All data transfer between the Parking system and Peoplesoft is to/from the Peoplesoft Student Administration system.

   Manually, citations held by Students are sent to the University Business Office if outstanding more than 30 days. Additionally, a possible future desired capability would be the automated handling of Employee citations (90+ days overdue) directly to the Payroll Office.

   Permit information (payroll deductions) for Employees is handled outside of a direct data interface to Peoplesoft and is processed via the Payroll Office based upon information exported from the Parking system through a manual process.

4. **Question: What data are you looking to transmit between the parking management system and your current parking guidance system? Do you have an existing integration?**

   Answer: JMU may be interested in collecting analytics such as the volume of parkers in facilities

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax

vs. a number of violations written over time. If this data could be integrated with LPR so the university could compare the total number of vehicles vs. the number of hits – it would allow Parking Services to build a heat map of violations over time periods. JMU does not currently have this capability/integration as the current parking management system and PGS system are independent of one another.

5. **Question: How many users access your current parking system at a single time?**

   Answer: Per RFP Section II *Background,* the department presently employs 17 full-time staff as well as 25 part-time student employees that assist with enforcement and special events. JMU has up to ~25 administrative users executing various functions. Customer volume is highest through the permit purchasing portal during permit sales time prior to each semesters' start (estimated 300 simultaneous customers maximum).

6. **Question: How many enforcement devices are currently in use with your current system?**

   Answer: 16 Enforcement iPads + 1 LPR vehicle system.

7. **Question: What is the main reason for issuing this RFP?**

   Answer: JMU's ten-year contract with T2 has ended. Contract via competitive procurement methodology is required of agencies of the Commonwealth of Virginia to the fullest extent possible.

8. **Question: Does the University need to add/subtract any concurrent user licenses for their T2 Flex back-office software?**

   Answer: Per RFP Section II *Background,* the department presently employs 17 full-time staff as well as 25 part-time student employees that assist with enforcement and special events. Per the RFP Section X *Pricing Schedule*, vendors should provide pricing to indicate pricing model (i.e. enterprise, per each, vs. tiers) and any relevant price break points.

9. **Question: Does the University seek to add any new devices for citation issuance or are the current number of licenses sufficient for enforcement out in the field?**

   Answer: JMU does not anticipate expansion of handheld enforcement at this time, but may in the future opt to add a second LPR vehicle.

10. **Does the University currently utilize T2 Flex for Event Management and Event Permits?**
    a. **If not, would the University like to add this Module to their current Flex environment?**

    Answer: JMU does utilize this feature for events but not permit issuance at this time; however, JMU may entertain its use in the future. Per the RFP Section X *Pricing Schedule*, respondents are encouraged to list all available modules and pricing.

11. **Question: What Internet Payment Gateway is currently in use for T2 FlexPort credit card payments?**

    Answer: CashNet for the Internet Payment Gateway with Elavon for payment processing.

12. **Question: What Authentication Method is currently in use for T2 FlexPort?**

    Answer: LDAP Authentication.

13. **Question: What version of Oracle are you currently using? What size is the database?**

    Answer: Version 18c, presently the database is approximately 200 GB in size.

14. **Question: What version of T2 Flex are you currently using?**

    Answer: Version 17.6.268

15. **Question: What version of T2 FlexPort are you using?**

    Answer: Version 17.6.268.0

16. **Question: Does the University currently use Permit Waitlists and/or Daily Permits via T2 FlexPort?**

    Answer: JMU is not currently using these items, but may wish to introduce this functionality in the future in the event the university transitions to e-permits or virtual permits.

17. **Question: Please list any interfaces you are currently using with external systems:**
    a. **Exports:**
    b. **Import:**
    c. **Web Services:**

    Answer:
    Interfaces with external systems are listed below to the best of our ability to answer the question at this time, additional details may be discussed with top offerors on these types of customizations based on if they are available with the vendor's systems.

    Exports: BOSS (T2), Genetec LPR, Peoplesoft Human Resources and Student Administration System, Vehicle Owner Information
    Import: Genetec LPR, Peoplesoft Human Resources and Student Administration System, Vehicle Owner Information
    Web Services: Digital Iris (T2), BOSS (T2), Enforcement App (T2), Genetec LPR, ParkMobile, CashNet, JMU Card Services

18. **Question: Please list any T2-built custom functionality you are using by type:**
    a. **Custom Tasks:**
    b. **Custom Database Views:**
    c. **Custom BOL Extensions:**
    d. **FlexPort Customizations:**

    Answer:
    T2 custom functionality are listed below to the best of our ability to answer the question at this time, additional details may be discussed with top offerors on these types of customizations based on if they are available with the vendor's systems.

    Tasks: Genetec LPR e-Ticketbook Importer, Mobile Exporter, and ROVR File Transfer and Retrieval
    Database Views: NA

BOL Extensions: NA
FlexPort Customizations: Payroll Deduction Flag processing.

19. **Question: Please list and customer-built custom functionality you are using by type:**
    a. **Direct Oracle Access:**
    b. **Custom Tables/Functions/Stored Procedures Within the Database:**
    c. **FlexPort Code Changes:**

Answer: University-built functionality are listed below to the best of our ability to answer the question at this time, additional details may be discussed with top offerors on these types of customizations based on if they are available with the vendor's systems.

Oracle: NA
Tables/Functions/Stored Procedures: Scripts and procedures to support Hold and Permit processing
FlexPort Code: Payroll Deduction Flag processing

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

Sincerely,

Colleen Johnson
Buyer Specialist
Phone: 540-568-3137