



COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract No. UCPJMU6148

This contract entered into this 13th day of October 2021, by RMG Enterprise Solutions Inc (RMG) dba Korbyt, 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 October 13, 2021 through October 12, 2024 with seven (7) one-year renewal options.

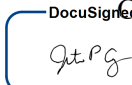
The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal CMJ-1076 dated February 16, 2021:
 - (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 February 17, 2021,
 - (e) Addendum Two, dated March 2, 2021,
 - (f) Addendum Three, dated March 8, 2021.
- (3) The Contractor's Proposal dated March 11, 2021 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated October 6, 2021, which includes:
 - i. Attachment A: Order Form # Q-15678-2, dated October 1, 2021
 - ii. Attachment B: Scope of Work No. DS-Q-15678, dated October 6, 2021
 - (b) RMG Master Services Agreement - Korbyt, dated October 13, 2021, which includes:
 - i. Schedule A: Support
 - ii. Schedule B: Hardware Terms and Conditions
 - iii. Schedule C: RMG Information Security Measures
 - (c) Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form, dated May 20, 2021, which shall govern in the event of conflict,
 - (d) JMU IT Services Addendum, dated October 13, 2021.

<<Signature on next page>>

Commonwealth of Virginia Standard Contract #UCPJMU6148


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

CONTRACTOR:
By:  _____
(Signature)

Justin Caskey

(Printed Name)

Title: Chief Financial officer

PURCHASING AGENCY:
By:  _____
(Signature)

Colleen Johnson

(Printed Name)

Title: Buyer Senior

Rev. 5/12/21



**RFP # CMJ-1076, Digital Signage System Negotiation Summary for
RMG Enterprise Solutions Inc (RMG), dba Korbyt
October 6, 2021**

1. Parties agree that items within this Negotiation Summary modify RFP# CMJ-1076 and the Contractor's response to RFP# CMJ-1076 and that this Negotiation Summary takes precedence in conflict.
2. Contractor's proposal, dated March 11, 2021, for James Madison University is hereby modified from the proposal, as follows:
 - a. The *Korbyt Pricing Table* on page 50 of the proposal, under Section X. *Pricing Schedule*, is hereby replaced with the negotiated Order Form # Q-15678-2 (Attachment A below).
 - i. The pricing in the initial three (3) year term is flat and shall include no annual uplift.
 - b. The *Draft Scope of Work*, RMG proposal Attachment 7, is hereby replaced with the attached Scope of Work No. DS-Q-15678 (Attachment B below) is hereby incorporated into the contract and replaces the Draft Statement of Work provided in the proposal.
 - i. For the avoidance of doubt, bandwidth limits of 2GB per Endpoint in the product descriptions of the Scope of Work shall not incur overage fees for the university.
 - c. Optional additional costs:
 - i. Korbyt EDU Player Subscription – Add-on (Annual) \$165 per additional license.
 - ii. Professional Services rate \$165 per hour.
 - iii. Creative Services Kits rate \$165 per hour, bundled at a minimum of 16 hours per kit.
3. Should travel be required during the term of this contract 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>
4. The following changes are mutually agreed to in regards to the exceptions and clarifications of terms and conditions of RFP# CMJ-1076:
 - a. Section VIII. Special Terms and Conditions
 - i. VIII.B. *Cancellation of Contract* is hereby replaced with the following:

 Termination. Either Party may terminate this Agreement or an Order Form immediately upon written notice at any time if: (i) the other Party fails (X) to cure any remediable material breach or (Y) provide a written plan of cure acceptable to the non-breaching Party, each within 30 days of being notified in writing of the breach; (ii) the other Party ceases business operations; or (iii) the other Party becomes insolvent, generally stops paying its debts as they become due or becomes the subject of an insolvency or bankruptcy proceeding. Where a Party has rights to terminate, the non-breaching Party may at its discretion either terminate the entire Agreement or the applicable Order Form or SOW. Order Forms and SOWs that are not terminated shall continue in full force and effect under the terms of this



**RFP # CMJ-1076, Digital Signage System Negotiation Summary for
RMG Enterprise Solutions Inc (RMG), dba Korbyt
October 6, 2021**

Agreement. If this Agreement is terminated by the Commonwealth due to an uncured material breach by Contractor, Contractor shall promptly refund the pro-rata amount of any pre-paid Subscription fees attributable to periods after the date of such termination.

Cancellation of Contract UCPJMU6148: The Commonwealth reserves the right to cancel and terminate the contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor; provided, however, that all existing and active Orders under the MSA as of the date of termination shall be nonrefundable and either at the Commonwealth's option be 1) continue until the end of the applicable Subscription Term or 2) stop services and be due in full at time of cancellation. 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; provided, however, that all existing and active Orders under this MSA as of the date of termination shall be nonrefundable and either at the Commonwealth's option 1) continue until the end of the applicable Subscription Term or 2) stop services and be due in full at time of cancellation. 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.

ii. VIII.F. *Renewal of Contract* is hereby replaced with the following:

RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of seven (7) 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.



**RFP # CMJ-1076, Digital Signage System Negotiation Summary for
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5. Contractor agrees that all exceptions taken within their initial response to RFP# CMJ-1076 that are not specifically addressed within this negotiation summary are null and void.
6. Contractor has disclosed all potential fees. Additional charges will not be accepted.



Order Form

Statement #: Q-15678-2
 Date: 10/1/2021 3:28 PM
 Expires On: 10/31/2021
 Delivery Method: Ship
 Payment Terms: Net 30

UCPJMU6148 Negotiation Summary Attachment A

Ordering Information:

RMG Enterprise Solutions, Inc. d/b/a Korbyt ("Korbyt")
 Sales Order Processing
 15770 N Dallas Parkway Suite 1100
 Dallas, TX 75248
sales_order_processing@korbyt.com
 Phone: (972) 578-8484
 Fax: (972) 767-3415

Project Name: James Madison University - Campus Digital Signage
Order Form for:

Customer Name: James Madison University
Customer Account: JAME00001US0000
Prepared By: Tim Detota
Phone: +1 972 744 3764
Mobile: 585-314-5654
Email: tim.detota@korbyt.com

Ship To:

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

Bill To:

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

Annual Subscriptions Billing Frequency: As Stated Below*

Product Code	Product Name	QTY	Start Date	End Date	Annual Subscription Fees	Total Subscription Fees
KP-ED5000	Korbyt Anywhere - Education Package	1.0	12/1/2021	11/30/2024	\$40,000.00	\$120,000.00
Includes 200 player licenses						
KP-DAC1101	Data Adapter Subscription - Custom	3.0	12/1/2021	11/30/2024	\$0.00	\$0.00
Adapters for EMS, RAVE and CSVs.						
KP-SEL1120	Korbyt Anywhere - Addtl Signage Endpoint Subscriptions	43.0	12/1/2021	11/30/2024	\$0.00	\$0.00
KP-PF1100	Korbyt Anywhere - SONAR	1.0	12/1/2021	11/30/2024	\$0.00	\$0.00
KP-PF2500	Korbyt Anywhere - Wayfinding	1.0	12/1/2021	11/30/2024	\$0.00	\$0.00
					\$40,000.00	\$120,000.00

*If this Order Form is executed after the start date listed above for all "initial" Subscriptions; the Term will commence upon the first day of the month following the date of signature. Renewal Subscriptions are effective per the dates listed.

One-Time Fees: Products and Services **Billing Frequency:** One-Time

Product Code	Product Name	QTY	Unit Price	Extended Price	Customer Unit Price	Total One-Time Fees
1501	Prof. Services-Hourly. Includes PM hrs.	179	\$225.00	\$40,275.00	\$165.00	\$29,535.00
1636	Custom Creative Services - Hourly	32	\$225.00	\$7,200.00	\$165.00	\$5,280.00
KSV1PSTN0001	Korbyt Admin Intro Training	1	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
				\$48,675.00		\$36,015.00

Total Contract Value: USD 156,015.00

**Order Form**

Statement #: Q-15678-2
 Date: 10/1/2021 3:28 PM
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 Delivery Method: Ship
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*** Invoicing Terms and Conditions:****Invoicing and Payments. Korbyt shall invoice Customer as follows for the fees due under this Order Form:**

- a. \$76,015.00 upon the effective date of this Order Form (initial payment includes 1st year Subscription fees & the one-time fees).
- b. \$40,000.00 twelve (12) months after the effective date of this Order Form.
- c. \$40,000.00 twenty-four (24) months after the effective date of this Order Form.

Korbyt will invoice Customer for (i) Hardware fees upon shipment of applicable Hardware; (ii) Subscription fees annually in advance; and (iii) Professional Service fees on a (A) fixed price basis will be invoiced in advance of performance, (B) time and materials will be invoiced monthly, and (C) milestone services are invoiced upon completion of the particular milestone.

Order Form Notes:**Terms and Conditions:**

By signing a copy of this Order Form, Customer agrees to and accepts the following:

- The parties acknowledge and agree that all Korbyt products and services listed above are governed by Korbyt's Master Services Agreement executed between the parties on or about October 20, 2021. (the "MSA").
- All pre-printed or standard terms of any Customer purchase order or other business processing document, not accepted by mutual written agreement, are hereby rejected and will have no force or effect.
- Korbyt will invoice Customer for (i) Hardware fees upon shipment of applicable Hardware; (ii) Subscription fees annually in advance; and (iii) Professional Service fees on a (A) fixed price basis will be invoiced in advance of performance, (B) time and materials will be invoiced monthly, and (C) milestone services are invoiced upon completion of a particular milestone. Korbyt must receive a signed copy of this Order Form before acceptance of any Customer orders contained herein. All orders are subject to acceptance and confirmation by Korbyt.
- Support of Products not installed by Korbyt: If no Korbyt Implementation/Installation Service(s) are being purchased herein, Customer acknowledges that they must purchase and have conducted a Customer Certification Package before Korbyt can provide any support services.
- The Subscription Term for all initial Subscriptions will commence upon the first day of the month following the executed date of this Order Form. The Subscription Term for any renewal will be effective per the start date listed.
- **Korbyt Anywhere Subscription Packages:** Any package subscribed to hereunder are bundled products and may not be separated into component parts or features. Customer agrees that it is responsible for subscribing to and paying the fees for both the package as a whole and the Support bundled therein. In the event this Order Form is renewed, the packages must be renewed as a whole and may not be unbundled at that time either.
- The parties agree that if there are any Professional Services, Creative Services and other Services ordered pursuant to this Order Form are more fully described in the Scope of Work No. **DS-Q-15678**, which is incorporated herein by reference and governed by the MSA.

Other Terms and Conditions:

Not Applicable.

PO Requirement (Check one option):

☐ PO is NOT Required.

Please initial here:

☒ PO is Required.

Please provide PO #:

"to be issued upon countersignature"

(Please Submit a copy with this signed Solution Statement)

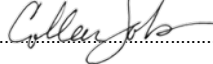

**Order Form**

Statement #: Q-15678-2
Date: 10/1/2021 3:28 PM
Expires On: 10/31/2021
Delivery Method: Ship
Payment Terms: Net 30

This Order Form is a binding Agreement for the purchase of the products and services described above, and delivery of a purchase order with respect to the initial Subscription Term under this Order Form is a formality for Customer/Partner's internal purposes. Upon execution of this Order Form, RMG will commence delivery of the products and services set forth above immediately and shall invoice for payment immediately.

Authorized Signature:

By signing this Order Form, you represent and warrant that you are authorized to execute this document on behalf of **James Madison University**.

James Madison UniversitySignature: .....Date: 10/18/2021.....Printed Name: Colleen Johnson.....Title: Buyer Senior.....**RMG Enterprise Solutions, Inc. or a Korbyt ("Korbyt")**Signature: .....
D07B0D48F7A843B...Date: 10/18/2021.....

Printed Name: Justin Caskey

Title: CFO



Order Form

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 Expires On: 10/31/2021
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 Payment Terms: Net 30

Product Code	Product Name	Product Description^
KP-ED5000	Korbyt Anywhere - Education Package	<p>Korbyt Anywhere Education Package includes:</p> <ul style="list-style-type: none"> - One (1) tenant - Unlimited admin users - Up to two hundred (200) Korbyt Signage Subscription Endpoints - Up to two thousand (2,000) Korbyt Subscription End User Subscriptions - Basic Series of Education classes - One (1) Data Adapter or Feature as listed in the Order Form above and defined below - 8 x 5 Support with two support contacts. - Package includes a bandwidth usage limit of 2 GB per Endpoint, per month - Total cloud account storage limit of 500 GB, Usages above these limits are subject to overage charges <p>Korbyt Signage Subscription provides access for one Endpoint to connect to and receive content from the Korbyt CMS. "Endpoint" means an Internet-capable hardware device that is on a TCP/IP network including, without limitation, desktop computers, laptops, smart phones, tablets, smart displays and media players. Korbyt End User Subscription is a mobile/desktop visualization module powered by the Korbyt Anywhere Platform. Each Subscription provides access for the end user to connect to and receive content from the Korbyt Anywhere Platform.</p>
KP-DAC1101	Data Adapter Subscription - Custom	Custom data adapter subscription enables the integration and management of external data streams for use in Layouts and for display on a client tenant's Korbyt managed endpoints. Includes the use of custom developed data adapter template with up to 5 or 30-second interval data refresh rates.
KP-SEL1120	Korbyt Anywhere - Add'l Signage Endpoint Subscription	Korbyt Signage Subscription provides access for one Endpoint to connect to and receive content from the Korbyt CMS. "Endpoint" means an Internet-capable hardware device that is on a TCP/IP network including, without limitation, desktop computers, laptops, smart phones, tablets, smart displays and media players. Subscription includes a bandwidth usage limit of 2 GB per Endpoint per month and a total cloud account storage limit of 500 GB. Usages above these limits are subject to overage charges.
KP-PF1100	Korbyt Anywhere - SONAR	Create content in Korbyt Anywhere that can be published as a url or embedded to intranets, websites, or other digital destinations. Supports up to 10 Sonars and up to 200 GB total transfer out monthly (in addition to tenant platform transfer allotment).
KP-PF2500	Korbyt Anywhere - Wayfinding	Create, publish and manage dynamic wayfinding maps for use in digital signage kiosks, mobile apps, websites, and intranets. Includes unlimited maps and waypoints. Setup and customization not included.
1501	Prof. Services-Hourly. Includes PM hrs.	Prof. Services-Hourly. Includes PM hrs.
1636	Custom Creative Services - Hourly	RMG's Custom Creative Service provides a mechanism to purchase additional hours of RMG Content development services that may be required to accommodate development efforts that may extend beyond the hours stipulated in RMG's various Creative Services offerings. NOTE: This Service may also be used for supporting ad-hoc digital signage content design work. Additional RMG professional services are required for Project Management and Implementation of the Creative Services deliverables.
KSV1PSTN0001	Korbyt Admin Intro Training	A four-hour introduction to Korbyt for admins. Training may cover all aspects of the Korbyt platform and common or unique use cases based on the client requirements. Course is administered remotely.

^ The complete Product Description is contained in the applicable documentation. As indicated in the applicable documentation, certain Products are designed to receive third-party data or content through a data-integrator. To enable receipt of such data or content, and to receive any related services or support, Customer may be required to enter into a separate agreement with the third-party.

UCPJM6148 Negotiation Summary Attachment B



Scope of Work

No. DS-Q-15678

Prepared for
James Madison University

Project Name
JMU Digital Signage System

Scope of Work No. DS-Q-15678

This Scope of Work ("SOW"), dated 10/6/2021 ("Effective Date"), describes the "Services" that RMG Enterprise Solutions, Inc. d/b/a Korbyt ("Korbyt") will provide to James Madison University ("Customer"). This SOW is governed by terms and conditions of contract #UCPJMU6148, which includes the Solution Statement # Q-15678, and the master agreement, and/or any other governing standard terms and conditions referenced therein (collectively, the "Agreement").

1. Services in Scope

During this Project, Korbyt shall provide the following Professional Services to the Customer, during Standard Business Hours, unless explicitly stated otherwise in this SOW.

Project Definition, Coordination and Technical Scoping

- Project Coordination
- Technical Requirements Confirmation and Scoping

Korbyt Instance Provisioning and Server Installation

- Provision Korbyt Amazon Web Services Cloud Instance required for Cloud implementation.

Signage

Media Players

Provision Media Players:

- Meeting Room Screens, player hardware to be determined. QTY: 7
- Korbyt Windows Player (KWP) Software on customer provided hardware. QTY: 10 (Korbyt) + 233 (JMU)
 - Korbyt will install the KWP software on 10 players.
 - JMU staff will support and learn the process to continue for the remaining 233 players.
 - Minimum Requirements:
 - Windows 10 Enterprise LTSC (Version 1067 or Version 1609) or IOT
 - **Windows Pro is not supported**
 - **Must be 64-Bit Version**
 - 4 GB of RAM
 - 128 GB SSD
 - Video card requirements vary based on content and media usage.
 - Notes:
 - Player must meet the system requirements to have full functionality. Hardware configurations with less will experience performance or feature loss.
 - System Requirements Knowledge Base Article
 - <https://kb.korbyt.com/article/what-is-a-kwp-and-how-can-you-install-the-kobryt-player-software-on-a-kwp/>

- Please reference the Knowledge Base Article below to ensure that your hardware configuration aligns with your use case.
 - Korbyt Windows Player Use Case Testing
 - <https://kb.korbyt.com/article/korbyt-windows-player-kwp-certification-process/>

Software Requirements

- Video
- Images
- Animations
- Data subscriptions/Tables – For meeting room data
- Tickers
- Player Group Permissions
- Logic Triggers for Content Activation – Based on Emergency alerting
- Real-Time Data
- Interactive Layouts - Kiosk
- Streaming Media/IPTV
 - Apogee Live TV (Network Stream)
 - <https://www.apogee.us/wp-content/uploads/2018/05/Stream-2-Technical-Overview-June-2018.pdf>
 - Considerations:
 - Chosen IP Video Streaming Device must support DASH or HLS Protocol.
 - WiFi Connection is not recommended.
 - Utilizes network bandwidth to stream video.
 - One of our Partners can help with sourcing and IP Video Streaming Device or designing this AV solution.
 - Korbyt does not provide this hardware or solution design.

Single Sign On

- Shibboleth v4.1
 - Utilizing SAML 2.0.
 - IDP Initiated.
 - JIT (Just In Time) Provisioning
 - MFA will be implemented on the Shibboleth side.
 - On-Premise Server in JMU's Environment will provide publicly accessible endpoints for Korbyt Cloud to access
 - Configuration Steps
 - Contact the Korbyt Support team at support@korbyt.com and request that they enable SAML 2.0 for your organization.
 - Save then attach the following **Metadata** file to your request:
 - Sign into the SAML 2.0 Admin dashboard to generate this value.
 - The Korbyt Support team will process your request. After receiving a confirmation email, you can start assigning people to the application.
 - Done!

- The following SAML attributes are supported:

Name	Value
FirstName	user.firstName
LastName	user.lastName
Email	user.userName

Data Integrations

- Configure the following Data Adapters. Detailed Data Adapter integration information is provided in **Appendix 1: Data Integrations**.

Data Adapter #1: Event Management System

Data Adapter #2: RAVE Emergency Alerting

Data Adapter #3: CSV Integration

Education and Training

- Provide Korbyt Training. **QTY: 1 (4 hours each)**
 - Admin and User Training
 - Korbyt will train 6 admins.
 - Admins will then train other contributors.
 - Training will include how to create and schedule targeted content.
 - JMU will then develop and deploy their content strategy.

Creative Services

Provide the following Creative Services: Detailed Creative Design information is provided in **Appendix 2: Creative Services**

- Creative Services Kit – Signage QTY: 2 (32 Hours, sold in packs of 16 hours each)
 - Standard Layouts for Non-Interactive Digital Signage. QTY: 11
 - Layouts with Data Tables. QTY: 1
 - Meeting Room Data for meeting room screens
 - Interactive Displays/Kiosks – 3 Unique Experiences: SSCKiosk, SSCMeeting Rooms and Warren/Taylor (aka “The Union”) to be pushed to <20 endpoints.
 - Wayfinding
 - Design based on videos provided.
 - 60 hours

2. Services Not in Scope

The following are not in scope for this project unless explicitly described in this document:

1. Additional creative design or layout changes not described above.

2. Data integrations or changes to data processing not described in this document or appendices.
3. Documentation.
4. Provisioning of power or ethernet/network connectivity.
5. Troubleshooting any customer network issues uncovered during the project.
6. Any 3rd Party Installation or maintenance services.
7. Single Sign On or Azure AD implementation for Korbyt CMS, Korbyt InView or Korbyt Mobile.

Location of Services

Korbyt shall perform the Services at or from, as applicable, the following locations:

Remotely for
James Madison University
800 S Main St
Harrisonburg, VA
22807

Services Schedule

Korbyt and Customer shall mutually agree upon a project timeline at the time of project kickoff, unless otherwise agreed to by the Parties pursuant to a duly executed Change Order.

3. Project Contacts

The following Korbyt personnel participating in the Project shall be as follows:

	Sales Contact	Solution Engineer
Name:	Tim Detota	Ben Johnston
Title:	Account Executive	VP Delivery
Office:	+1 972 744 3764	+1 972 744 3916
Mobile:	+ 1 585 314 5654	
E-mail:	tim.detota@korbyt.com	Ben.johnston@korbyt.com

The Customer's Contacts (as defined in the Agreement) for this SOW shall be as follows:

	Primary Contact	Project Manager	Technology Contact
Name:	Colleen Johnson	Joe Urgo	Kevin Conrow
Title:	Buyer Senior	Associate Dir. Events & Conf.	IT Computing Support
Office:	540-568-3137	<u>540-568-6725</u>	540-568-4502
Mobile:			
E-mail:	Johns9cm@jmu.edu	urgojt@jmu.edu	conrowkm@jmu.edu

4. Responsibilities of the Parties

The following lists the services provided under this SOW and the responsibilities of Customer and Korbyt to complete each task:

Task	Description	Customer Responsibilities	Korbyt Responsibilities
Equipment Delivery	This project requires delivery of Korbyt hardware equipment, purchased by Customer via an Order, that will be permanently installed at the Location of Services as defined herein.	Customer must receive equipment, inspect and note any visible shipper/shipping damage to packaging, review shipping list and inventory/match products as listed, and report any shortages to Korbyt within 10 business days. Customer must secure and protect all equipment/products shipped until installation.	Korbyt will ship to Customer equipment and products as ordered via shipper/carrier or other method as negotiated pursuant to the applicable Order.
Project Kick-Off	Conference call between Korbyt Project Manager and Customer.	Customer will participate and involve all internal department and staff as necessary to review project implementation as well as review data source(s) for integration.	Korbyt PM will review Product/Service deliverables, project timeline and other Korbyt staff whom will be involved with the project implementation.
Korbyt Onboarding	Korbyt Activation and Media Players Provisioning	Customer will: <ol style="list-style-type: none"> 1. Ensure all Media Players are equipped with network and power; 2. Ensure that IT staff is available as needed to provide Korbyt SE assistance for the duration of the Project; 3. Ensure all data sources are configured and in proper working order; 4. Allow network traffic on [port 443] to allow access to the Korbyt server; 5. Inform Korbyt immediately of any delays. A Change Order will be required to accommodate any delays; or special requirements that Korbyt must address before performing the installation. 	Korbyt will: <ol style="list-style-type: none"> 1. Provision a Korbyt instance; 2. Import approved (by Parties) Creative Services layout(s) into Korbyt; and 3. Configure necessary Data Adapters as required to support incoming data.
Creative Services	Korbyt will design and develop the initial content of the digital signage deployment.	Customer will: <ol style="list-style-type: none"> 1. Assist Korbyt Creative Services with determining the visual output so certain elements are designed properly and in accordance with Customer's corporate colors, logo, data, messages, etc. 2. Be willing to join a conference call(s) to review and eventually sign a concept drawing for Korbyt . 3. 	Korbyt will: <ol style="list-style-type: none"> 1. Engage a Multimedia Designer, a shared resource, to develop concept drawings for required templates, and will work with designing and creating a Creative Services Kit to visually display Customer's data and/or graphics.

Data Integration and Configuration	Korbyt's SE will install and configure the Data Adapter(s).	Customer will: 1. Provide the information data source and all necessary login credentials required. 2. Provide a list for all the "Alert Types" to be displayed 3.	Korbyt will: 1. Configure Data Adapter to integrate with the data feed. 2. Configure required data display with appropriate alert (data trigger).
Endpoint Configuration (Setup/Content)	Configure Media Players (with proper network settings) to communicate with Korbyt server and schedule appropriate content to be displayed.	Customer will: 1. Provide electrical AC and IP network outlets co-located at each of the LED displays. 2. Provide network parameters needed for Media Players configuration (Local Area Connection using DHCP or Static IP, hostname). 3. Ensure the following URL/Ports are whitelisted to allow communication to the Korbyt tenant. • URL: https://*.korbyt.com • Port 443	Korbyt will: 1. Configure Media Players to communicate with the Korbyt server. 2. Configure Media Players to display Creative Services Kit content previously designed by Korbyt and approved by Customer.
Training	End-User introduction training on operation of Korbyt and Media Player configuration. Training sessions will be for no more than four (4) hours of instruction at one time and limited to a class size of four (6) attendees.	Customer will attend training. Customer will have individual(s) with background(s) as appropriate (Graphics Design, System of Administration) to manage the Korbyt system.	Korbyt will provide training to Customer staff (class size is limited to a maximum of [6] attendees).
User Performance Testing (UPT)	Korbyt delivers the Services as described herein and obtains written approval from the Customer, not to be unreasonably withheld, delayed or conditioned. Korbyt will be available to support UPT activities from a technical perspective.	Customer will make available an authorized individual to review and accept or provide detailed notes with specific deficiencies, regarding Services detailed in this SOW.	Korbyt will be available to support UPT activities from a technical perspective provided that UPT does not exceed billable hours available on the project. Korbyt will review and respond to Customer's consolidated feedback regarding specified deficiencies (if any).
Close Project	Completion of Project with installation, configuration, and system is in production operation.	Customer representative with authority will sign-off on Project. Customer expressly acknowledges that Customer is responsible for determination of its requirements, and Customer shall retain overall responsibility for any business process impact and any process change implementations. Further, Customer acknowledges that completion of Services is dependent upon Customer meeting its responsibilities as identified in this SOW.	Korbyt representative with authority will sign-off on Project.

5. Risk Factors

The following known risk factors are present which may impact solution delivery timelines and budget if not properly mitigated:

1. **Network connectivity has not been verified including firewalls, ports and download speeds.**
2. Hardware reliability concerns.
3. Environmental concerns.
4. Access to environment for remote server configuration

6. General Assumptions

1. Customer acknowledges that completion of Services is dependent upon Customer meeting its responsibilities as identified in this SOW.
2. Customer acknowledges that Korbyt's system integrates with Customer's data sources and Korbyt visual Media Players. Customer's network and Customer / server resources are vital to the correct functionality of various solution components.
3. The overall system performance and stability has dependencies on Customer's environment that can include but are not limited to: network connectivity, client or server hardware, load on the data source systems, VPN Tunnels for remote workers, Quality of Service (QoS), or firewalls.
4. If environment issues are identified by Korbyt that the Customer cannot address or control within the Customer's infrastructure, Korbyt may suggest an adjustment or suggest solution architecture changes requiring procurement of additional hardware, software or services, at an additional cost to the Customer.
5. Customer expressly acknowledges that Customer is responsible for determination of its requirements, and Customer shall retain overall responsibility for any business process impact and any process change.

7. Fees & Payment

Services provided on a fixed-price basis will be invoiced in advance of the performance of the services. Services broken out with anticipated hours may be invoiced monthly in arrears; however, any changes or anticipated overages to the estimates provided shall have mutual written agreement prior to commencement of work and any additional invoicing.

Travel and Expense

No travel is anticipated at this time. Any Korbyt travel and reimbursement of travel will be guided by the agreed to MSA and the government requirements outlined.

8. Professional Services Policies

These Professional Services Policies apply to all Services provided hereunder:

1. **Change Orders.** If a material change to Korbyt's scope of work, resource allocations, schedule or Fees results from (i) a modification to the Description of Services as requested by Customer; (ii) a failure by Customer or its contractors to timely perform its responsibilities; (iii) any failure to provide Assistance, as defined in Section 8.2 below; or (iv) an extension of any milestone completion schedule under the Description

of Services due to causes outside of Korbyt's reasonable control or complications unanticipated by the Parties, Korbyt and Customer shall detail the changes to the applicable Description of Services including additional fees in a writing signed by both parties ("Change Order").

2. **Assistance.** Customer acknowledges that Korbyt's pricing is based upon the assumption that Customer will be fully prepared for Korbyt's personnel to perform the Services, including: (1) Customer will ensure that all other hardware, software, network and data sources are installed and configured properly; (2) Customer will ensure that all infrastructure is in place, equipment not purchased from Korbyt; and (3) Customer will provide all reasonable assistance and access to the required networks, systems and facilities, (1 through 3 are collectively referred to as the "Assistance"). Any failure to provide any of the Assistance may result in additional charges. Korbyt shall notify Customer promptly if any Assistance is not provided and the parties shall immediately engage in the Change Order procedure described in Section 8.1 above.
3. **Work Hours.** Unless "after-hours" Services are specified in a Description of Services, Customer acknowledges that Services shall be performed during normal business hours, 8:00 am US CT to 5:30 pm US CT, Monday through Friday (excluding Holidays).

9. Appendix

Appendix 1: Data Integrations

Data Adapter #: EMS – Event Management System

- Meeting Room Data pulled from EMS
 - Korbyt will connect to EMS to pull all upcoming events to show on Meeting room screens and interactive Kiosk views.

Data Adapter #: RAVE – Emergency Alerting System

- PCAP alerts with Rave Software – The Customer would like to integrate the Common Alerting Protocol (CAP), an international standard that is used by IPAWS to send public alerts and warnings, with their Rave emergency notification software into Korbyt.
- CSV Adapter or TBD.

Appendix 2: Creative Services

Provide the following Creative Services: Detailed Creative Design information is provided in **Appendix 2: Creative Services**

- Creative Services Kit – Signage QTY: 2 (32 Hours)
 - Standard Layouts for Non-Interactive Digital Signage. QTY: 11
 - Layouts with Data Tables. QTY: 1
 - Meeting Room Data for Meeting Room Screens
 - Interactive Displays/Kiosks – 3 Unique Experiences to be pushed to 47 endpoints
 - Wayfinding
 - Design based on videos provided.
 - 60 hours

All the approved content built in Korbyt.

Korbyt Creative process:

After a short call to introduce the teams and an additional creative call to establish the project, direction, goals and timelines, Korbyt creative may need assets from your team, such as logos, images, brand colors and brand guidelines.

Once we have received those assets, we will begin designing samples of your project. When the samples are complete, we will send them for review in an approval document PDF. Once you have gathered all the necessary feedback, and if there are any edits. We can jump on another call to discuss, or you can just forward them on via email.

We will provide an updated approval document PDF. When we have an approved design, we will schedule the build of the project in your Korbyt tenant. The layouts and messages will be built using the samples we create and will be a direct replica of those approved samples. Once the build is completed, we will notify your Korbyt SE. They can begin finalizing the installation and implementation.

The whole creative process for this type of project typically takes about 4 to 6 weeks, depending on turnaround and response times. This timeframe is solely for the creative portion of the overall project.

Not Included with creative time:

1. JMU Branding - Korbyt is not responsible for creating JMU branding, like logos and branded creative elements. Legacy data source configuration not within scope.
2. Data that is not readily available from the data source.
3. Additional Layouts and/or Predefined Templates – for additional internal communication messaging. QTY: up to 5
4. Content Scheduling Automation – As part of scope Korbyt will train JMU to develop and implement content scheduling automation with your team, by using tagging within Korbyt. Out of scope is Korbyt building out this automation for JMU.
5. Playlists and Publishing – As part of scope Korbyt will train JMU to build the playlist (static or dynamic) necessary to achieve the final working digital solution. This is determined by use cases and audience groups. Out of scope is Korbyt building out all the required playlists for JMU.
6. Stylization of Time and Date Data
7. RSS feed configuration (always not included).
8. Video Wall content.
9. Cafeteria Menus.
10. Social feed configuration.
11. Video or content creation beyond that stated in the included section.
12. Content migration from Symon to Korbyt (graphic and video files).
13. Custom CSS or JavaScript coding.
14. Custom graphic design and clean-up work for logos, graphic files and videos.
15. Transcoding or reformatting videos.
16. Ongoing content creation (Content Creative Services or Luxe).
17. OnTarget configuration.
18. Additional Creative Training.
19. Source files for any creative content.

Any items discovered during the project, not explicitly mentioned in this SOW, will need proper scoping and quoting. A change order may be issued, for services associated with any additions to this scope.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this “**Agreement**”) dated as of October 13, 2021 (the “**Effective Date**”), is entered into by and between James Madison University (“**Customer**”), and RMG Enterprise Solutions, Inc. dba Korbyt, on behalf of itself and its wholly-owned subsidiaries, as applicable (“**RMG**”). RMG and Customer are collectively the “**Parties**” and individually a “**Party**”. “**Customer**” will include Customer Affiliates identified on the Order Forms entered into pursuant to this Agreement, as applicable.

1 **DEFINITIONS**

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with such entity. For purposes of this Agreement, “**Control**” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Agreement**” means collectively this Agreement, Order Forms, SOWs, and all other attachments hereto.

“**Confidential Information**” means any information, regardless of form, proprietary to or maintained in confidence by either Party, including, without limitation, information, technical data or know-how relating to discoveries, ideas, inventions, software, designs, specifications, processes, systems, diagrams, research, development, business plans, strategies or opportunities, which is disclosed by a Party or on its behalf whether directly or indirectly, orally, visually, or in writing, to the other Party or any of its employees or agents. To the extent required by applicable law, the terms and conditions of this Agreement, quotes, costs, and pricing are not Confidential Information.

“**Content**” means all content in text, graphic, animation, video, or any other form that is owned by RMG or licensed to RMG by a Third-Party Provider.

“**Customer Data**” means any materials, information, data, content, and other information that Customer, or its employees or agents, transmit to the Subscription Services.

“**Documentation**” means any written or electronic documentation, images, video or text specifying the functionality of the Subscription Services that is provided or made available by RMG to Users.

“**Hardware**” means the physical devices purchased from RMG by Customer pursuant to an Order Form. For purposes of any warranty plan, Hardware will only mean RMG manufactured products and does not include Third-Party Hardware.

“**Malicious Code**” means code, files, scripts, agents or programs intended to do harm.

“**Order Form**” means an ordering document executed by the Customer, which incorporates by reference the terms of the Agreement, identifies the Services ordered by Customer, sets forth the prices for the Services and contains other applicable information, terms and conditions. By entering into an Order hereunder, an Affiliate agrees to be bound by the Terms of the Agreement as if it were an original party hereto.

“**Professional Services**” means implementation, site planning, training, creative services, configuration, integration, project management and other consulting services as may be described in an Order Form or SOW.

“**Protected Information**” means: (i) Social Security number; (ii) passport numbers or other government-issued identification numbers; (iii) health or medical information (other than dietary preferences or medical contact information); (iv) date of birth, (v) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual’s financial account; or (vi) other information that a

reasonable person would recognize as being highly sensitive (but excluding, for avoidance of doubt, contact information such as name, title, company name, mailing address, email address, and phone number).

“**Services**” means, collectively, the Professional Services and the Subscription Services.

“**SOW**” means one or more work orders, work authorizations or statements of work that describe the Professional Services for Customer and mutually executed by the Parties.

“**Subscription(s)**” has the meaning in Section 2.1.

“**Subscription Services**” means RMG’s provision and management of the Subscription-based products described in the applicable Order or SOW that are provided for a particular Subscription Term.

“**Subscription Term**” means the period of time specified in an Order Form that Customer has the right to use the Subscription Services and includes any Renewal Terms (as defined in Section 12.2).

“**Third-Party Hardware**” means all equipment, hardware and components of the Hardware provided by third parties.

“**Third-Party Materials**” means any Third-Party Software, and any Third-Party Hardware.

“**Third-Party Provider**” means third parties that provide Third-Party Materials under this Agreement or third parties that provide services or support in connection with the Services, including third-party provided hosting and data processing services.

“**Third-Party Software**” means software owned or licensed by third-parties.

“**Users**” means Customer employees, Customer third party consultants, contractors or agents, which third parties may access and use the Subscription Services in accordance with this Agreement.

2 **USE OF SERVICES**

2.1 **Access and Use.** Subject to the provisions of this Agreement, RMG hereby grants Customer a limited, non-exclusive, revocable, non-sublicensable, non-transferable right to access and use the Subscription Services for its internal business purposes during the Subscription Term (each, a “**Subscription**”). Other than Hardware, Customer acknowledges that RMG has no delivery obligation and will not ship anything to Customer as part of the Subscription Services.

2.2 **Subscriptions.** Subscription Services are purchased as Subscriptions. Additional Subscriptions may be added during a Subscription Term at the same pricing as the underlying Subscription pricing, prorated for the portion of that Subscription Term remaining at the time the new Subscriptions are added, and any added Subscriptions will terminate on the same date as the underlying Subscriptions. Customer agrees that its Subscriptions hereunder are not contingent on the delivery of any future functionality or features.

2.3 **Usage Metrics.** Each Subscription is subject to a bandwidth usage limit of 2 gigabytes per endpoint or per user, as

the case may be, per month and each cloud account is limited to 500 gigabytes of storage. Customer's right to use the Subscription. If Customer exceeds the usage metrics described in this Section, Customer shall pay the then-current rates for the applicable usage metric.

2.4 Changes and Environment. RMG regularly updates the Subscription Services and reserves the right to add and/or substitute functionally equivalent features in the event of product unavailability, end-of-life, or changes to software requirements. The Subscription Services will be hosted on a server that is maintained by RMG or its designated third party supplier or data center. Customer is solely responsible for obtaining and maintaining at its own expense, all equipment needed to access the Subscription Services. For the avoidance of doubt, updates to the Subscription Services may include bug fixes, patches, error corrections, minor and major releases, non-new platform changes, or modifications or revisions that enhance existing performance. Updates exclude new products, modules or functionality for which RMG generally charges a separate fee.

2.5 User IDs. Customer is responsible for providing and administering usernames and passwords for all Users (the "Log-In Information"). Each User must have a valid username and password for the purpose of accessing the Subscription Services. RMG will not be liable for any loss that Customer or a User may incur as a result of someone else using an Users' passwords or accounts, either with or without the applicable Users' knowledge.

2.6 Professional Services.

2.6.1 RMG will perform the Professional Services described in an applicable SOW. If a conflict occurs between this Agreement and any SOW, the applicable provisions of such SOW when executed by both Parties, or attached to an Order Form executed by both Parties, shall control. Customer agrees to RMG's Professional Services policy, which is available at www.rmgnetworks.com/company/policies.

2.6.2 If agreed in a SOW, RMG may perform Professional Services and develop certain deliverables for customer ("Deliverables"). RMG hereby grants Customer, subject to timely payment of applicable fees and charges, and subject to the restrictions in this Agreement, a personal, nonexclusive, non-transferable license for the Subscription Term to use the Deliverables solely in connection with its use of the Subscription Services. Unless specified in a SOW, RMG does not provide updates or reintegration work required to make Deliverables compatible with future versions or releases of the Subscription Services.

2.6.3 Customer will (i) timely cooperate and provide all assistance and access to resources reasonably required by RMG to perform the Professional Services, (ii) provide a reasonable work environment if the Professional Services are performed on Customer's premises, (iii) permit RMG to control and/or operate all facility controls, systems, apparatus, equipment and machinery necessary to perform the Professional Services; (iv) furnish RMG with all information, approvals, permits and consents from government authorities and others as may be required for performance of the Professional Services, except for those RMG has expressly agreed in writing to obtain; (v) notify RMG promptly of any site conditions requiring special care, and provide RMG with any available documents describing the quantity, nature, location

and extent of such conditions; and (vi) be solely responsible for, and assume the risk of, any problems resulting from the content, accuracy, completeness and consistency of all data, materials, information and other resources supplied by Customer.

3 CUSTOMER'S USE

3.1 Restrictions. Customer shall not (i) license, sublicense, sell, resell, transfer, rent, lease, assign (except as provided in Section 13.6 (Assignment)), distribute, disclose, or otherwise commercially exploit or make available to any third party the Services; (ii) copy, record, extract, scrape, modify or make derivative works based upon the Services; (iii) "frame" or "mirror" the Services on any other server or device; (iv) decompile, disassemble, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of the Services, (v) remove, obscure or modify a copyright or other proprietary rights notice in the Services; (vi) use the Services to send or store infringing, obscene, threatening, libelous, or otherwise unlawful material, including material that violates third party privacy rights; (vii) use the Services to create, use, send, store, or Malicious Code or otherwise engage in any malicious act or disrupt the security, integrity or operation of the Services; (viii) attempt to gain or permit unauthorized access to the Services or related systems or networks, including but not limited to conducting any penetration testing, denial of service attacks, or similar efforts; or (ix) permit or assist any other party (including any user) to do any of the foregoing.

3.2 Breach by User. Any failure by a User to comply with this Agreement is deemed to be a breach by Customer, and RMG shall not be liable for any damages incurred by Customer or any third party resulting from such breach. Customer shall immediately take all necessary steps, including providing notice to RMG, to effect the termination of an Log-In information for any User if there is any compromise in the security of that Log-In information or if unauthorized use is suspected or has occurred.

3.3 No Protected Information. Customer acknowledges and agrees that use of the Subscription Services does not require Customer to provide any Protected Information to or through the Subscription Services and RMG shall have no liability to Customer or its representatives, users or any other party related to any Protected Information. Customer shall not upload, provide or submit any Protected Information to the Subscription Services.

4 SUPPORT.

4.1 Obligations. RMG agrees to provide either Standard Support (as defined in [Schedule A](#)) for the Subscription Services to Customer at no additional charge, or Premium Support (as defined in [Schedule A](#)) if purchased (Standard Support and Premium Support each referred to herein as "Support").

4.2 Exceptions to Support. RMG does not provide Support with respect to: (i) Subscription Services that have been altered or modified by anyone other than RMG or its licensors; (ii) Subscription Services used other than in accordance with the Documentation; or (iii) errors or malfunction caused by any data, systems or programs not supplied by RMG.

5 FEES, TAXES & PAYMENTS

5.1 General. If Customer provides credit card information to RMG, Customer authorizes RMG to charge such credit card for all Subscription Services listed in the Order Form for the Subscription

Type text here

Term. If the Order Form specifies that payment will be by a method other than a credit card, RMG will invoice Customer in advance. Customer shall pay the fees specified in the applicable Order Form within 30 days of invoice receipt. Except as otherwise specified herein or in an Order Form, (i) Subscription fees are based on Subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Term..

5.2 **Taxes.** Customer is responsible for payment of all applicable sales, use, value added or similar taxes (excluding those on RMG's net income) imposed by a federal, state, provincial, local or other government entity relating to the provision of the Services.

5.3 **Invoicing.** Unless otherwise stated in an Order Form, RMG will invoice Customer for (i) Hardware fees upon shipment of applicable Hardware; (ii) Subscription fees for Subscription Services annually in advance of each year of the Subscription Term; and (iii) Professional Service fees (shall have mutual written agreement on scope, cost, and invoicing prior to commencement of work) on a (A) fixed price basis will be invoiced in advance of performance, and (B) milestone or other basis, will be invoiced monthly.

5.4 **Late Payment.** If any invoiced amount is not received by RMG by the due date, then without limiting RMG's rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

5.5 **Disputed Fees.** Customer may reasonably and in good faith dispute an invoiced amount within thirty (30) days after the invoice date, provided that Customer shall promptly pay the undisputed portion of the invoice pursuant to Section 5.1 and may only withhold payment of the disputed portion until the dispute is resolved. The Parties shall negotiate in good faith to resolve any payment dispute within forty-five (45) days. Customer agrees that any billing discrepancies or disputes not brought to the attention of RMG within thirty (30) days after the invoice date will be and are hereby waived and the invoiced amount will be deemed to be correct.

5.6 **Failure to Pay.** Failure to make payments of undisputed amounts pursuant to this Section 5 is a material breach of this Agreement and RMG may suspend its performance obligations in accordance with the provisions of 12.4. Amounts paid or payable for the Subscription Services are not contingent upon the delivery of any future functionality or features.

5.7 **Expenses.** Fees are exclusive of any shipping costs, travel, lodging or other living expenses incurred in RMG's performance. Should travel be required during the term of this contract 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>.

Unless otherwise specified in an Order Form, packaging for commercial shipment of Hardware is included in the quoted fees. When any other packaging is specified, involving a greater expense than the cost of commercial shipment packaging, RMG will add a charge to cover such extra expense.

6 **SECURITY STANDARDS AND SAFEGUARDS.**

6.1 **Personal Data.** RMG shall maintain commercial safeguards against the unauthorized destruction, disclosure or alteration of Customer personal data that is in the possession of RMG and will abide by the Information Security Measures stated in Schedule C. RMG utilizes Amazon Web Services ("AWS") as its data center. AWS uses external auditors to verify the adequacy of its security measures, including the security of the physical data centers from which RMG provides the Services. This audit: (a) will be performed at least annually; (b) will be performed according to ISO 27001 standards or such other alternative standards that are substantially equivalent to ISO 27001; (c) will be performed by independent third-party security professionals at AWS's selection and expense; and (d) will result in the generation of an audit report ("**Report**"), which will be AWS's Confidential Information. RMG does not audit its own operations in this regard. At Customer's written request, RMG will provide Customer with a copy of the Report.

6.2 **Data Protection Agreement.** Customer and RMG shall comply with all applicable privacy laws and regulations and shall provide help and cooperation to the other as is reasonably necessary or requested to comply with these laws and regulations. If a Service involves the processing of personal data of data subjects (as defined by applicable data protection legislation) located within the European Economic Area or Switzerland on behalf of Customer, then the Parties agree to execute RMG's data protection agreement located at <https://www.rmgnetworks.com/data-protection-addendum.html>.

7 **WARRANTIES AND DISCLAIMERS.**

7.1 **Mutual Warranty.** Each Party represents and warrants to the other that: (i) it has the full power and authority to enter into and deliver this Agreement and perform its obligations hereunder; (ii) it has the necessary rights to enter into this Agreement and perform its obligations hereunder; (iii) this Agreement, when executed by both Parties, is a valid and binding obligation of it and enforceable in accordance with its terms; and (iv) it will comply with all applicable laws in the course of performing its obligations and exercising its rights under this Agreement.

7.2 **RMG Warranty.** RMG represents and warrants that (i) it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) the Subscription Services shall perform materially in accordance with the Documentation, and (iii) the Professional Services will be performed in a professional and workmanlike manner.

7.3 **Hardware Warranty.** RMG's limited warranty for the Hardware is set forth in Schedule B.

7.4 **Disclaimers.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR STATUTORILY, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8 **PROPRIETARY RIGHTS**

8.1 **RMG's Intellectual Property Rights.** As between RMG

and Customer, all rights, title, and interest in and to all intellectual property rights in the Services, Content and Deliverables (including all components, derivatives, modifications and enhancements) are and will be owned exclusively by RMG notwithstanding any other provision in this Agreement or an Order Form. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Services, Content or Deliverables. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, patents, and other proprietary right relating to the Services and the related logos, product names, etc. are reserved and all rights not expressly granted are reserved by RMG.

8.2 Customer Data. As between Customer and RMG, Customer owns all rights, title and interest in and to all Customer Data. Customer hereby grants to RMG during the Subscription Term a royalty-free, fully-paid, non-exclusive, non-transferable (except as set forth in Section 13.6 (Assignment)), sub-licensable, worldwide right to use and process Customer Data solely for the purpose of providing to Customer the Subscription Services and any other activities expressly agreed to by Customer.

9 CONFIDENTIALITY.

9.1 Obligations. The receiving Party shall not disclose or use any Confidential Information of the disclosing Party for any purpose outside the scope of this Agreement, except with the disclosing Party's prior written permission. Each Party shall protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care). If the receiving Party is compelled by law to disclose Confidential Information of the disclosing Party, it shall provide the disclosing Party with prior written notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at disclosing Party's cost, if the disclosing Party wishes to contest the disclosure, and the receiving Party shall continue to treat this information as Confidential Information for all other purposes.

9.2 Exceptions. The receiving Party will not be obligated under this Section 9 for any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing Party; (ii) was known to the receiving Party prior to its disclosure by the disclosing Party; (iii) was independently developed by the receiving Party without use of or reference to any Confidential Information or breach of any obligation owed to the disclosing Party; or (iv) is received from a third party without restriction and without breach of any obligation owed to the disclosing Party.

9.3 Prior Non-Disclosure Agreement. Any existing non-disclosure agreement entered into by the Parties is hereby superseded, terminated and replaced by the terms in this Section 9, which will govern all disclosures and exchanges of Confidential Information made by the Parties previously under that agreement.

10 INDEMNIFICATION

10.1 RMG Indemnity. RMG shall indemnify, defend and hold Customer harmless against any and all damages finally awarded against Customer by a court of competent jurisdiction, or agreed to in a written settlement agreement signed by RMG, arising out of any claim or lawsuit by a third party (a "**Claim**") against Customer to the extent such Claim alleges: that the use of the Subscription

Services by Customer in accordance with the terms of this Agreement, infringes any patent, copyright or federally registered trademark, or misappropriates a trade secret of a third party. If Customer's use of the Subscription Services is enjoined or RMG determines that such use may be enjoined, then RMG may, at its sole option and expense, either, (a) modify the Subscription Services to be non-infringing, (b) obtain for Customer a license to continue using the Subscription Services, or (c) if neither (a) nor (b) are practical in RMG's sole judgment, terminate the affected Subscription Service and return to Customer the unused portion of any fees paid for the affected Subscription Services. The foregoing obligations of RMG do not apply to the extent that the alleged infringement claim (i) results from any change made by Customer or any third party for the Customer, (ii) could have been avoided by using an unaltered current version of the Subscription Services which was provided by RMG, (iii) is based upon any information, design, specification, instruction, software, data, or material not furnished by RMG, or any material from Customer, a third party portal or other external source that is accessible to Customer within or from the Subscription Services (e.g., a third party Web page accessed via a hyperlink).

10.2 Customer Indemnity. Customer shall: (a) defend RMG against any Claim against RMG to the extent the Claim results from (i) Customer Data; or (ii) Customer's breach of Section 3.1; and (b) pay any damages awarded against RMG for the Claim or any amounts agreed by Customer and the claimant for the settlement of the Claim.

10.3 Procedures. The Party seeking indemnity under this Section 10 (the "**Indemnified Party**") must: (a) notify the other Party (the "**Indemnifying Party**") promptly in writing of the Claim, specifying the nature of the Claim and such relief as is sought therein; (b) tender to the Indemnifying Party sole control of the defense or settlement of the Claim at the Indemnifying Party's expense, provided, however, the Indemnifying Party may not settle a Claim in a manner that would have an adverse impact on the business of the Indemnified Party without receiving the prior written consent of the Indemnified Party; and (c) cooperate and, at the Indemnifying Party's expense, assist in the defense of the Claim. The Indemnified Party will have the right to participate at its own expense in any Claim or related settlement negotiations using counsel of its own choice.

11 LIMITATION OF LIABILITY.

11.1 LIMITATIONS OF LIABILITY. EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 3.1 (RESTRICTIONS), 5 (PAYMENT OF FEES), AND 10 (INDEMNIFICATION), OR FROM PERSONAL INJURY OR PHYSICAL DAMAGE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE OTHER PARTY, NEITHER PARTY'S LIABILITY HEREUNDER SHALL EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SERVICE IMPLICATED DURING THE 12 MONTHS PRIOR TO THE EVENT TRIGGERING SUCH LIABILITY.

11.2 EXCLUSION OF DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC

ADVANTAGE), REGARDLESS OF THE CAUSE, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

12 TERM AND TERMINATION

12.1 **Term.** Unless this Agreement is earlier terminated in accordance with Section 12.3, this Agreement commences on the Effective Date and continues until the expiration of the Subscription Term of the last outstanding Order Form (“**Term**”). Except as provided in Section 12.3 below, an Order Form for Subscription Services may not be terminated early by either party prior to the expiration of the Subscription Term.

12.2 **Renewal.** Except as otherwise specified in the applicable Order Form, all Subscriptions may be renewed by mutual written agreement for one year periods (each a “**Renewal Term**”) if Customer elects to exercise the option to renew the for additional one-year period(s), the contract price(s) for the Renewal Term 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.

12.3 **Termination.** Either Party may terminate this Agreement or an Order Form immediately upon written notice at any time if: (i) the other Party fails (X) to cure any remediable material breach or (Y) provide a written plan of cure acceptable to the non-breaching Party, each within 30 days of being notified in writing of the breach; (ii) the other Party ceases business operations; or (iii) the other Party becomes insolvent, generally stops paying its debts as they become due or becomes the subject of an insolvency or bankruptcy proceeding. Where a Party has rights to terminate, the non-breaching Party may at its discretion either terminate the entire Agreement or the applicable Order Form or SOW. Order Forms and SOWs that are not terminated shall continue in full force and effect under the terms of this Agreement. If this Agreement is terminated by Customer due to an uncured material breach by RMG, RMG shall promptly refund the pro-rata amount of any pre-paid Subscription fees attributable to periods after the date of such termination.

Cancellation of Contract UCPJMU6148 Customer reserves the right to cancel and terminate the contract, in part or in whole, without penalty, upon 60 days written notice to the RMG; provided, however, that all existing and active Orders under this MSA as of the date of termination shall be nonrefundable and either at Customer’s option 1) continue until the end of the applicable Subscription Term or 2) stop services and be due in full at time of cancellation. 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; provided, however, that all existing and active Orders under this MSA as of the date of termination shall be nonrefundable and either at Customer’s option 1) continue until the end of the applicable Subscription Term or 2) stop services and be due in full at time of cancellation. Any contract cancellation notice shall not relieve the RMG of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

12.4 **Suspension.** RMG may immediately restrict or suspend access to the Subscription Services if RMG becomes aware of, or reasonably suspects, any breach of this Agreement by Customer or its Users. RMG will act in good faith and use reasonable efforts to notify Customer via phone or email before initiating suspending or restricting any Services. Customer is still responsible for full payment of the Order Form(s) even if access to the Subscription Services is suspended or terminated for any breach of this Agreement.

12.5 **Return of Data.** Upon Customer’s written request made within 30 days after the effective date of expiration or termination of this Agreement, RMG shall, upon Customer’s payment of the applicable fees, make available to Customer for download a file of Customer Data in its then current format. After this 30-day period, RMG has no obligation to maintain or provide any Customer Data and shall, unless legally prohibited, delete all Customer Data maintained in its production systems, provided RMG may retain archival copies of Customer data on backup media for a reasonable period of time not to exceed two (2) years following expiration or termination of any Order Form.

13 MISCELLANEOUS

13.1 **Order of Precedence.** The terms and conditions of this Agreement control to the extent any terms and conditions of this Agreement conflict with the terms and conditions of an Order Form, except where the Order Form specifically states the intent to supersede a specific portion of this Agreement.

13.2 **Force Majeure.** A Party will be excused from performance under this Agreement for any period of time that the Party is prevented from performing its obligations hereunder as a result of an act of God, criminal acts, distributed denial of service attacks, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, war, utility or communication failures, or other cause beyond the Party’s reasonable control. Both Parties shall use reasonable efforts to mitigate the effect of a force majeure event.

13.3 **Waiver.** The delay or failure of a Party at any time to enforce a right or remedy available to it under this Agreement with respect to any breach or failure will not be construed as a waiver with respect to that breach or failure or any other breach or failure.

13.4 **Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

13.5 **Severability.** If any provision of this Agreement is held invalid or unenforceable by a court, this Agreement will be construed as if not containing the invalid or unenforceable provision, and the rights and obligations of Customer and RMG shall be construed and enforced accordingly.

13.6 **Assignment.** Except for assignment to a Party’s affiliate (any entity which directly or indirectly controls, is controlled by, or is under common control with such Party), or in the case of a merger, acquisition or sale of all or substantially all assets not involving a direct competitor of the other Party, neither Party may assign any right or obligation set forth under this Agreement without the other Party’s prior written consent, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, Any purported assignment or transfer in violation of this Section 13.6 is void.

13.7 **Relationship of the Parties.** Each Party is an independent contractor in the performance of this Agreement, and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection with this Agreement.

13.8 **Governing Law.** This Agreement is governed by the laws of the Commonwealth of Virginia without giving effect to its conflict of law provisions. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it.

13.9 **Entire Agreement; Counterparts.** This Agreement is governed by contract #UCPJMU6148 together with the JMU IT Services Addendum, and the Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form, both which shall govern in the event of conflict, which together contain the entire agreement of the Parties with respect to its subject matter and supersedes all prior agreements on the same subject matter, and shall govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement may not be modified except by a writing signed by RMG and Customer. This Agreement and any SOW may be signed in any number of counterparts all of which together will constitute one and the same document. A signed copy of this Agreement or any SOW transmitted via facsimile, email or other electronic means will constitute an originally signed Agreement or SOW, as applicable, and, when together with all other required signed copies of this same Agreement or SOW, as applicable, will constitute one and the same instrument.

13.10 **Use of Agents.** RMG may designate an agent or subcontractor to perform certain tasks and functions under this Agreement. However, RMG will remain responsible for performance of its duties under this Agreement.

13.11 **Publicity.** Customer agrees that RMG may identify Customer as a recipient of Services and use its logo in sales presentations, marketing materials and press releases. Logo use shall conform to established branding guidelines of the university's Office of Communication and Marketing
<https://www.jmu.edu/identity/our-style/logo.shtml>.

13.12 **Notices.** Any notice required or permitted under this Agreement or required by law must be in writing and must be: (i) delivered in person; (ii) delivered by electronic mail to the address listed on the applicable Order Form; (iii) sent by first class registered mail, or air mail, as appropriate; or (iv) sent by an internationally recognized overnight air courier, in each case properly posted and fully prepaid to the contact person specified in the Order Form. Notices will be considered to have been given at the time of actual delivery in person, two (2) business days after deposit in the mail, or one (1) day after delivery to an overnight air courier service, provided in each case that delivery in fact is effected. Either Party may change its contact person or address for notices by means of notice to the other Party given in accordance with this Section.

13.13 **Survival.** Sections 1, 2, 3, 5, and 8-13 will survive termination of this Agreement.

The Parties hereby acknowledge that they have read, and agree to be bound by this Master Service Agreement as of the Effective Date.

JAMES MADISON UNIVERSITY

RMG ENTERPRISE SOLUTIONS, INC.

By: 

By: 

Print Name: Colleen Johnson

Print Name: Justin Caskey

Title: Buyer Senior

Title: Chief Financial officer

Date: 10/18/2021

Date: 10/18/2021

Attachments:

Schedule A – Support

Schedule B – Hardware Terms and Conditions

Schedule C – Information Security Measures

SCHEDULE A**SUPPORT**

RMG offers two levels of support: Standard Support and Premium Support (each, a “Support Plan”). Customer will receive Standard Support unless otherwise noted in an Order Form.

1. SUPPORT AVAILABILITY

- A. **Standard Support.** Standard support for the Subscription Services is available to Customer at no additional charge and is available from, Monday – Friday, 7A.M. – 7 P.M. US Central Time Zone excluding RMG holidays.
- B. **Premium Support.** Premium support for the Subscription Services is available 24 hours per day, 7 days a week, 365 days a year and can be purchased by Customer pursuant to an Order Form.
- C. **After-Hours & Holiday Support.** Additional support fees are due for after-hours and Weekend Emergency Technical Support and Holiday Emergency Technical Support (RMG Networks Holidays).

2. SUPPORT SERVICES

- A. **Included Services.** Provided that Customer complies with the terms of this Agreement, including but not limited to Section 2(B) below, RMG will provide the applicable support availability, response times, and services as described herein.
- B. **Excluded Services.** RMG is not obligated to provide any services beyond those offered in the Customer’s Support Plan. RMG only supports the then-current, generally available Subscription Services major release version, the immediately previous major release version, and all update versions (including minor releases versions, path or hot fix versions). Customer acknowledges and agrees that there is no warranty of backward compatibility.
- C. **Customer’s Responsibilities.** Customer shall:
- (i) pay all Fees due under this Agreement and this Schedule;
 - (ii) pay for any on-site support at mutually agreeable rates and pay for mutually agreeable expenses incurred by RMG to perform on-site support (including expenses for travel, labor and lodging);
 - (iii) pay RMG’s mutually agreeable rates for any support not covered by Customer’s Support Plan;
 - (iv) grant RMG appropriate access to Customer’s network, as needed;
 - (v) comply with RMG’s recommended or required implementations regarding any upgrades and updates;
 - (vi) install and maintain hardware needed for the Subscription Services; and
 - (vii) indicate the following in any request for support: name, company, telephone number, description of the problem, whether the Subscription Services is inoperative, and when Customer will be available to receive a return call from RMG.

RMG Networks Contact Information and Hours	
For Customers in North America	
HELP DESK	1-844-858-9585 Mon – Fri 7am-7pm (0700 – 1900) US Central Time
SALES LINE	1-972-578-8484
EMAIL (M-F, 7a-7p Central Time)	support@korbyt.com
<u>HOURS:</u>	<u>Standard Support:</u> Support is available from, Monday – Friday, 7A.M. – 7 P.M. US Central Time Zone excluding RMG holidays. <u>Premium Support:</u> Support is available 24 hours per day, 7 days a week, 365 days a year.

RESPONSE TIME AND UPDATE FREQUENCY

Severity Level	Problem Definition	Response Time	Response Updates
1	Severe: A severity one (1) issue is a catastrophic production problem which may severely impact Customer’s business operations or productivity in which the Subscription Services is not available or fully not functioning.	<60 minutes	Once per business day
2	Major. A severity two (2) issue: The Subscription Services is functioning in a severely reduced capacity. The situation is causing significant impact to portions of Customer’s business operations and productivity.	<5 hours	Once per business day
3	Minor. A severity three (3) issue is a medium-to-low impact problem which involves partial non-critical Subscription Services functionality loss, one which impairs some operations but allows the Subscription Services to continue to function. This may be a minor issue with limited loss or no loss of functionality or impact to Customer’s operation and issues in which there is an easy circumvention or avoidance by the end user.	<13 hours	Every other business day
4	Request. A severity four (4) issue is for a general usage question or recommendation. There is no impact on the quality, performance or functionality of the Subscription Services.	<25 hours	Once per week

Certain issues that require more troubleshooting, Subscription Services or software changes, corrupted data bases, network issues, policy and security issues, or system fixes may require a longer response time. Under these situations, RMG may provide the Customer with estimates regarding resolution. The response times listed are targeted response times offered on the basis of commercially reasonable efforts, and do not constitute a service level agreement, warranty or other commitment and have no penalty or other consequences associated with failure to meet such times.

**SCHEDULE B
HARDWARE TERMS AND CONDITIONS**

1. DELIVERY AND TITLE

A Shipping and Delivery.

(i) Subject to subpart (ii) of this Section 1(A), RMG will ship the Hardware FOB destination; provided, that Customer will reimburse RMG the shipping and insurance costs. RMG will use Customer's preferred carrier if Customer provides RMG with necessary information and instructions. Otherwise, RMG is responsible for delivering the Hardware to its preferred common carrier with RMG's preferred routing instructions, obtaining all appropriate shipping documents, and assuring that the Hardware has been insured for its replacement cost.

(ii) Delivery of the Hardware will be subject to availability of the Hardware. However, any dates quoted for delivery of the Hardware are approximate only, and RMG will not be liable for any delay in delivery of the Hardware, regardless of cause.

B Title to Hardware. Title and ownership of the Hardware will pass to Customer upon Customer's payment for the Hardware.

C Risk of Loss. RMG shall ship hardware pursuant to General Term and Condition Z: Transportation and Packing. Within ten (10) business days of receipt of the Hardware (or three calendar days for third party displays/TVs), Customer will inspect the Hardware and inform RMG of any damages thereto.

2. WARRANTIES

A Limited Warranty. RMG warrants that the supplied Hardware will be materially free from defects and workmanship for a period of one (1) year, commencing on the date of shipment, subject to the following limitations:

- (i) the limited warranty extends only to Customer and is not assignable or transferable to any subsequent purchaser or end user;
- (ii) Unless Customer purchases an Extended Warranty Plan with the Advance Shipper option as described in below, Customer will bear the cost of shipping the Hardware to the Customer technical support department of RMG. Customer will bear the cost of shipping the Hardware back to Customer after the completion of service, or to ship replacement Hardware if RMG elects replacement as Customer's remedy under this limited warranty;
- (iii) Customer complies with any additional warranty procedures that may be provided from RMG from time to time;
- (iv) A repair on warranted Hardware is good only for the balance of the warranty, or for ninety (90) days from the date of the repair, whichever is longer;
- (v) at Customer's expense, uninstall, pack and ship any Hardware needing Support to the address provided in the Return Material Authorization or at <http://www.rmgnetworks.com/company/returns>; and
- (vi) install any replacement Hardware when received;

B Warranty Exclusions. The limited warranty provided for in Section 2(A) herein does not cover:

- (i) defects or damages resulting from use of the supplied Hardware in other than its normal and customary manner, or in an environment or in a manner or for a purpose for which the Hardware was not designed;
- (ii) defects or damages from incorrect or abnormal use, abnormal conditions (including without limitation, results of force majeure event), power surges or other irregularities, failure to perform recommended maintenance or improper maintenance, improper handling, or storage, exposure to moisture or dampness, unauthorized modifications, unauthorized connections, unauthorized repair (successfully or not), or had parts replaced by any party other than RMG or an RMG authorized repair facility, misuse, neglect, abuse, accident, alteration, improper installation, or other acts which are not the fault of RMG, including damage caused by shipping, spills of food or liquid;
- (iii) breakage or damage unless caused directly by defects in material or workmanship;
- (iv) claims in which the technical support department at RMG was not notified by Customer of the alleged defect or malfunction of the supplied Hardware during the applicable limited warranty period;
- (v) Hardware which have had the serial number removed or made illegible;

- (vi) Hardware that was not purchased by Customer from RMG or its authorized resellers;
- (vii) claims caused by Third-Party Materials;
- (viii) damage due to normal wear and tear;
- (ix) consumables such as fuses and batteries; or
- (x) any other cause not wholly and directly attributable to a defect in the Hardware.

C Warranty Remedies. As Customer's sole and exclusive remedy for any warranty claim with respect to Hardware, during the warranty period, RMG will, at its sole option, either repair, replace or refund the purchase price of the Hardware of any supplied Hardware that is covered under this limited warranty. RMG will not be required to repair or replace more than the components of the Hardware actually found to be in breach of the limited Hardware warranty provided in this Attachment, and repaired or replaced Hardware will be warranted under this Attachment only for the remaining portion of the original warranty period. RMG may offer to use functionally equivalent re-conditioned, refurbished or new units or parts of any units, with prior written acceptance by Customer. In addition, RMG will not back-up any data or Content that Customer has added to the Hardware. Where Customer returns any Hardware, and after evaluation, RMG finds no non-conformity to the warranty, RMG may return the Hardware to Customer, and Customer shall pay RMG its standard "no trouble found" ("NTF") or equivalent fee.

D Third-Party Hardware. Third-Party Hardware warranty and support is only available from the manufacturer, except under separate agreement. RMG does not provide any services for Third-Party Hardware that is not manufactured by RMG. These products fall under the normal pass-through warranties provided by the manufacturer. RMG will pass-through to Customer any applicable Third-Party Hardware warranties from Third-Party Providers that RMG is legally able to transfer.

3. **HARDWARE EXTENDED WARRANTY PLANS**

Two Extended Warranty Plans which continue the repair or replacement benefit for non-conforming Hardware are available for purchase by Customer. Either type of plan must be purchased only at the time, and as part, of the original Hardware purchase for the full term of the applicable plan: (a) **Hardware Extended Warranty Plan with the Advance Shipper feature:** Priced at a percentage of the then current list price of all Hardware covered, as specified in the current price list, per year, Customer may select the Hardware Extended Warranty Plan with the Advance Shipper feature for the first three (3) years beginning with the original purchase of RMG Hardware, providing a total of three years' warranty coverage. If Customer has purchased this feature, and it notifies RMG that Hardware provided under this Agreement does not conform to the applicable warranty, and RMG has issued the appropriate return materials authorization: (i) RMG will ship, at Customer's expense, replacement Hardware to Customer; Customer may select and pay to receive the replacement Hardware the next business day after receipt of Customer's notice, or pay for and use standard shipping instead; and (ii) Customer will provide paid transport to return the defective Hardware to RMG's facilities once uninstalled by Customer. RMG Networks Smart Screens are not eligible for Advance Shipper Support and (b) **Hardware Extended Warranty Plan (without Advance Shipping feature):** In the alternative, Customer may select a Hardware Extended Warranty Plan as priced at a lower percentage of the current list price of all Hardware covered, as specified in the current price list per year, that does not include the Advance Shipper feature. If selected, this Plan begins upon expiration of and continues the one (1) year limited Hardware warranty described under Section 2 of this Schedule B for two additional years, providing a total of three years' warranty coverage. With either Extended Warranty plan:

- (i) Third Party Hardware is excluded from the Extended Warranty plans;
- (ii) The terms of Section 2 of this Schedule B, Warranties shall apply to any Extended Warranty plan, except as expressly excluded or changed by this provision;
- (iii) For both plans, Customer will be responsible for removal and reinstallation of the Hardware and any associated costs and for shipping costs each way for the type of delivery desired (overnight or standard shipping);
- (iv) RMG may elect, at its sole option, to use functionally equivalent re-conditioned, refurbished or new units or parts of any units as replacement units;
- (v) RMG may substitute a functionally equivalent model if the Customer's model of Hardware is no longer commercially available; and
- (vi) RMG retains the right to impose an NTF or equivalent fee for returned Hardware where RMG finds no non-conformity to the warranty.

SCHEDULE C

RMG INFORMATION SECURITY MEASURES

In its provision of cloud services, RMG may have access to Customer Data, including personally identifiable information. RMG has implemented safeguards and taken other reasonable measures to protect Customer Data against unauthorized disclosure, loss and misuse (“**Information Security Measures**”) as provided below, and RMG will continue to perform these or equivalent measures subject to the terms and conditions of the Agreement:

1. **Information Security Program.** RMG shall maintain an information security program based on generally accepted industry information security standards and frameworks (NIST Framework for Improving Critical Infrastructure Cybersecurity 1.1). The information security program shall be in place to plan, implement, manage and monitor processes to meet RMG information security objectives and requirements applicable to the Subscription Services. The information security program shall also include performing information security risk assessments at appropriate intervals and carrying out risk treatment activities according to a documented, risk-based methodology.
2. **Information Security Policy.** RMG shall maintain a policy that identifies Information Security Program goals and sets forth information security control objectives. The policy shall outline critical roles and responsibilities for information security across RMG’s business operations and govern maintenance of relevant implementation standards, guidelines and/or procedures. It shall also be reviewed annually and communicated to employees and applicable third parties.
3. **Information Security Awareness.** RMG shall maintain an information security awareness program geared to its employees and relevant third parties to provide for understanding of RMG’s Information Security Program, common threats and risks to Customer Data resources as well as fulfillment of their information security responsibilities. As part of the Security Awareness Programs, Security awareness trainings shall be conducted on a companywide basis at least once annually and subject to a mandatory passing score.
4. **Personnel Security.** RMG employees that access Customer Data shall undergo background screening upon hire, as permitted by applicable law. RMG employees shall agree to requirements to maintain the confidentiality and non-disclosure of Customer Data.
5. **Physical Security.** RMG (including its data hosting vendor) information hosting and processing facilities shall maintain secure areas and physical entry controls provide for prevention of unauthorized physical access or exposure, damage, loss, or theft to Customer Data. Entry to the facilities shall have layered security controls including badged access for authorized individuals and strict visitor policies. Equipment housing Customer Data within facilities as well as mobile computing devices shall be reasonably safeguarded against unauthorized physical access, damage, loss or theft of Customer Data, as well as environmental threats that may disrupt processing of Customer Data. Hosting facilities shall have safeguards against fire hazards and electricity outages with such safeguards maintained and tested regularly.
6. **Access Control.** RMG shall maintain reasonable controls to authorize, limit and monitor access to Customer Data maintained in RMG information systems. Controls shall include processes to provision user access with authorization using unique authentication IDs per individual, manage and review user access rights at least once a year, and prompt removal of user access upon termination of employment or agreement with RMG. User passwords and other login information used to facilitate user identification and access to RMG information systems shall be protected from unauthorized access by secure login mechanisms. Passwords shall be changed at regular intervals and shall be locked after a specific time period of being dormant. Access shall also be locked upon specific number of invalid login tries.
7. **Customer Data Protection.** RMG shall maintain reasonable controls to safeguard Customer Data maintained in RMG systems from unauthorized access, exposure, modification, or loss. Controls to protect Customer Data may include but not limited to: protecting Customer Data in transit and while at rest, as required by RMG’s standard for information classification; where encryption is used, strong cryptography shall be implemented, such as AES-256 specifically for handling PII and customer financial data. It should be noted that Subscription Services, are usually part of a larger enterprise ecosystem of connected data and information. The customer decides and controls what information from that ecosystem is made available to RMG through the Subscription Services; therefore, RMG contractually prohibits Customer Data from including sensitive personally identifiable information (e.g. social security numbers, passport numbers, etc.). Further, RMG recommends Customer avoid uploading additional sensitive information like passwords and other login information to the Subscription Services.
8. **Employee On Boarding:** RMG shall secure Customer Data by adopting appropriate measure upon employee on boarding. Identity and criminal background checks shall be conducted as permitted by applicable laws prior to the

commencement of employment with RMG. All employees shall be subject to disciplinary actions while in violation of RMG's security policies and/or customer obligations as mandated through RMG's policies.

9. **Network and System Security.** RMG's cloud services are hosted by a third-party data provider and RMG utilizes the network and system security of such provider. RMG shall maintain reasonable controls to operate its internal information systems that maintain Customer Data. Controls may include controlling and monitoring user access to RMG networks; operating systems, applications and databases with network filtering devices, firewalls, intrusion detection systems, anti-malware solutions, authentication and authorization mechanisms when appropriate, and event logging facilities to detect and respond to unauthorized or suspicious activity. RMG shall also maintain a change management process to control significant planned and unplanned changes to information systems, including the installation of new software.

10. **Technical Vulnerability Management.** RMG shall maintain processes to identify, evaluate and address technical vulnerabilities in security that may be present on RMG systems. Processes shall require that security related technical vulnerabilities are addressed within reasonable timeframes to reduce the risk of potential exploitation that may lead to system compromise, loss of system availability, or unauthorized access to system(s) or Customer Data. Processes shall be established to classify the severity level of the security vulnerability. Vulnerabilities classified as "critical" will be addressed within 45 days unless the risk is to be accepted with justification and compensating control. Customer shall be provided with an executive summary of an external scan report upon written request.

11. **Secure Software Development.** RMG shall maintain processes to identify and take into consideration risks to its software solutions. Developers shall follow secure coding practices and static and dynamic security code analysis is performed on all code modules.

12. **Third Party/Supply Chain Security.** RMG shall maintain a process to evaluate and manage risks associated with third party provider access to Customer Data and/or the RMG service or product supply chain.

13. **Security Incident Management.** RMG shall maintain processes to identify, respond to, contain and minimize impact of information security incidents to Customer Data. In the event of an information security breach ("Breach") of Customer Data while maintained in RMG systems, RMG shall notify Customer no later than 24 hours after the Breach has been confirmed. The notice shall include the approximate date and time of the Breach and a summary of relevant, then-known facts, including a description of measures being taken to further investigate and address the Breach. An Information Security Breach shall be defined as an event that results in unauthorized access, use, or disclosure of Customer Data.

ATTACHMENT E

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

AGENCY NAME: James Madison University

CONTRACTOR NAME: RMG Enterprise Solutions Inc. dba Korbyt

DATE: 5/20/2021

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 // **X/ corporation** // governmental agency or authority authorized to do in Virginia the business provided for in this contract. **(Check the appropriate box.)**

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

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

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

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

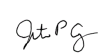
This contract has been reviewed by staff of the agency. Its substantive terms are appropriate to the needs of the agency and sufficient funds have been allocated for its performance by the agency. This contract is subject to appropriations by the Virginia General Assembly.

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

AGENCY by 

Title Buyer Senior

Printed Name Colleen Johnson

CONTRACTOR by 
DocuSigned by:
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Title Chief Financial Officer

Printed Name Justin Caskey

April, 2017

ATTACHMENT D

James Madison University Information Technology Services Addendum

CONTRACTOR NAME: RMG Enterprise Solutions, Inc. dba Korbyt

PRODUCT/SOLUTION: Digital signage 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

SIGNATURE: _____



PRINTED NAME: Colleen Johnson

TITLE: Buyer Senior

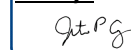
DATE: 10/13/2021

RMG Enterprise Solutions Inc. dba

Signed by:

Korbyt

SIGNATURE: _____



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PRINTED NAME: Justin Caskey

TITLE: Chief Financial Officer

DATE: 10/18/2021

REV: March 23, 2020

<Negotiated Modifications to JMU IT Services Addendum on next page>

**Modifications to
James Madison University
Information Technology Services Addendum**

Section 5.c. of Data Authenticity, Integrity and Availability is hereby struck and replaced with the following:
Contractor will maintain an uptime of 99.7% 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.

Section 7.b. of Security Breach is hereby struck and replaced with the following:

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 up to \$2,000,000 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 up to \$1,000,000 for all costs reasonably incurred by the University in investigation and remediation of any Security Breach caused by Contractor.



Request for Proposal
RFP# CMJ-1076

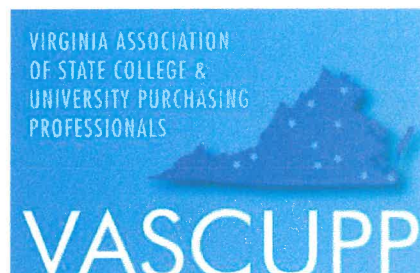
Digital Signage System

Korbyt RFP Response



ORIGINAL

March 16, 2021





Dear Colleen and the JMU team,

Thank you for inviting Korbyt to participate in the James Madison University, RFP# CMJ-1076 Digital Signage System, RFP process.

We have taken due care and thought in the preparation of our response.

We believe that you will find that the Korbyt Anywhere Digital Communication platform is a premium solution that can deliver much more than is currently in the scope of the RFP. We certainly have one of the most powerful digital signage and content management solutions in the market, in addition the "Anywhere" part of our platform means we can reach your students and faculty anywhere they are, at school, at home or on the go.

Our response has two main sections:

- 1) The Korbyt executive summary, which highlights are key differentiators, a University of Kentucky case study and a variety of solution overview documents that will help you to understand the breadth of the platform.
- 2) The Korbyt response to the RFP# CMJ-1076 Digital Signage System. We have embedded our responses and comments and appropriate screen captures in-line with the questions posed, to make it easy for the reader to follow. We call out specific Korbyt attachments, 1 thru 10, at the back of the proposal. We included all of the required JMU documents that needed completion and the signed JMU Cover Sheet.

Thank you again for the opportunity to respond, we look forward to having the opportunity to review our response with the JMU team and moving to the next phase of the process.

Please reach out directly with any immediate questions or comments. I am available on my mobile at 585-314-5654.

Very best regards,

Tim Detota
Strategic Account Executive
585-314-5654



James Madison University

RFP# CMJ-1076 Digital Signage System

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Executive Summary

Thank you for inviting Korbyt to participate in the James Madison University RFP# CMJ-1076 Digital Signage System RFP process.

Situation

James Madison University is seeking to re-imagine how they distribute, manage, and optimize digital media across the University. With a multitude of use cases and requirements, James Madison University needs an extensible platform and partner to improve communications. With this foundation, James Madison University desires a strategic partner to create a unified digital signage network as a key step in building a fully managed, end-to-end solution on a single platform.

Korbyt Positioning

Korbyt's enterprise digital signage platform is ideally positioned to address James Madison University's immediate and long-term needs. Korbyt supports thousands of digital signage endpoints globally for the top retail, financial institutions and many other customer, student and guest facing applications.

The following benefits uniquely qualify Korbyt to be James Madison University's enterprise software platform:

Low TCO

As your campus communications partner, Korbyt is offering our EDU subscription licensing at a preferred annual package cost of \$40,000 per year and includes 200 player endpoints, unlimited user/contributor licenses (you indicate you have 90 today, these and future user access will be free) and your first three integration adaptors including the current EMS adaptor. Please see included pricing in Section X.

Any Endpoint

Korbyt Anywhere is one of the only platforms on the market today designed to create, distribute, and manage content across multiple endpoints: digital signage, desktop *and* mobile. Korbyt Anywhere can even be enabled to push any signage content to a URL and/or embed the content into an accessible area such as an intranet. The global pandemic has created many unknowns and new challenges for communicators. Selecting a platform that is not limited by medium or physical location is essential.

Flexible Publishing Options

1. Predefined layouts allow for faculty, students, guest and even vendors (food service) to update content via a webform. See below example from University of Kentucky - <https://www.uky.edu/prmarketing/submit-digital-signage-content>.
2. Launchpad provides the ability to of having a James Madison University admin create templates where content contributors change only the text, images, videos of the prebuilt template.
3. Content Couriers allow for easy uploading of content to folder/directly (SharePoint, OneDrive, Drop Box, etc) and designated players will look to the locations and pull in any content available in those folders. Contributors do not even need to understand the software to contribute content.

Largest Ecosystem of Players

Korbyt Anywhere offers one of the largest ecosystems of available media players in the industry. We also integrate with SSSP, LGwebOS, Philips Android, NVIDIA Shield, ELO and Korbyt Media Players. We will be able to use the existing FWI players but will provide new ELO 10.1" AIO meeting room displays.

Data Integration

Korbyt's heritage is integrating with data from complex and disparate data sources for over 100's of clients. Korbyt has specific expertise in integrating with the data sources of importance to JMU, including EMS, CAP certified emergency messaging systems, SharePoint, and many others.

Future Proof

The JMU Digital Signage and campus communication system by investing in the Korbyt Anywhere platform, designed to be the most powerful, extensible digital communication platform available. Your Korbyt Anywhere platform will never be out-of-date, new releases are pushed to our clients on a 6-to-8-week interval, that will include scheduled new features as well as request from our clients.

- a. Space Management is a new product solution that allows for students and faculty to manage meeting space or desk sharing, all thru the Korbyt Anywhere platform.
- b. Analytics tools to understand how James Madison University students are accessing the content and understand viewing patterns and behaviors, especially when mobile is introduced.
- c. Korbyt Sonar for the web is designed specifically to publish the playlists to a web accessible URL and also generating an HTML embed code that can be used in other communication channels such as SharePoint or any other intranet solution.
- d. Mobile extends your reach to students and faculty with our mobile application.

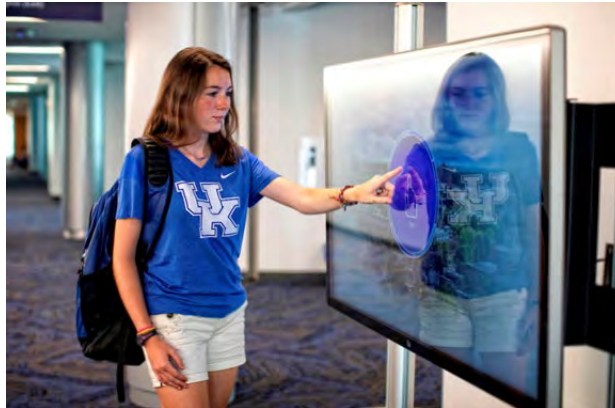


HOW DIGITAL SIGNAGE IS TRANSFORMING THE CAMPUS EXPERIENCE AT UNIVERSITY OF KENTUCKY

Using Digital Signage for engagement

More and more colleges and universities are embracing technology as a means to effectively communicate with their students, faculty, staff and visitors. Today's students, raised in a tech-driven, connected world, expect real-time communication. And savvy universities not only know how to connect with their students, but also want to prepare them for the even more technologically advanced and interconnected world they'll enter by the time they leave campus.

At University of Kentucky, with over four (4) million square feet of new facilities on campus since 2013, they had a tremendous opportunity to build a digital signage network within a state-of-the-art campus footprint. They saw the opportunity to create a connected digital signage network as a key step in building a "smart campus" environment that could serve as an extension of UK's commitment to promoting diversity, inclusion, economic development and human well-being by creating a hub of communication that infuses collaboration. A "first" focus to creating this future was building connectivity that would lead to:



1. Improved communication and messaging - both within the campus business, across the campus landscape, and at the campus borders
2. Improved UK campus appearance - by reducing the footprint of waste and disorganized messaging
3. The cultivation of opportunities for University partners to disseminate messages and strengthen the delivery of valuable services to students, faculty, and staff

AT A GLANCE



22K+
Student
Population



4M sq ft
New Campus
Facilities



40+
Digital Displays
(in new Gatton Student Center)



The University partnered with Korbyt to help lay the foundation for Digital Signage as a state-of-the-art communication tool, using Korbyt as the software platform of choice to power the campus digital signage. The strategy was to use Digital Signage an integral part of the University of Kentucky experience, to communicate more effectively and better connect students and other stakeholders to University messaging.

The University focused its efforts first on the recently renovated Gatton Student Center. The \$200 million, 378,000-square-foot facility, built as a gathering space for students and departments to host meetings and events, opened in August 2018 featuring 40-plus digital screens.

“We first deployed Korbyt at the Gatton Student Center because it is our largest communication hub on campus. We knew we had an opportunity to engage thousands of students and visitors if we had the ability to deliver relevant, on-demand messaging in new and dynamic ways.”

– Michelle Ellington, Facilities Information Services Manager



Innovation and Technology

Targeted content, strategic deployment, collaborative workflow and analytical tools – the advent of centralized digital content – would serve to engage, inform, motivate, and entertain campus students and visitors. The Korbyt platform would be a key component to bringing this vision to life, powering technology to connect students and faculty.

University of Kentucky demanded a platform that communicators could use to build meaningful

and engaging experiences – one centralized platform that could handle the creation, storage and distribution of their messages, promoting standardization and uniformity of their voice across their campus. They also wanted to engage a variety of creators and content contributors and reach a variety of audience recipients with custom messaging. Some of the critical must-haves were:

- **Convenient integration with other UK systems**

Korbyt integrated with and ingested data from other systems such as emergency alert systems, event management systems, University social feeds, and other approved RSS feeds, and then visually incorporated that content for real-time distribution to the University’s digital displays.

- **Unique, built-in content creation options**
Korbyt accommodated both the advanced content creators on the core UK communications team and the additional content contributors (departments, students) who needed a simple way to contribute. It also allowed for a permission hierarchy which opened the door for more content contributors, supporting the University's collaboration efforts.
- **Interactivity**
Interactive kiosks in the Gatton Center delivered a modern experience with digital maps and concierge-type live activity and event schedules, to engage students with a variety of information.
- **Delivery of fresh, relevant content**
The University leveraged Korbyt's signature Relevant Refresh Technology allowing for a "set-it-and-forget-it" type of scheduling. With vast content scheduling scenarios and smart technology, communicators were able to reach more people with relevant content in less time.

Elevating the Campus Experience:

Since deploying Korbyt, we've impacted thousands of students, faculty, staff and visitors at the Gatton Student Center with interactive and real-time communication. Students are able to use interactive kiosks to access maps, activities, and current events.

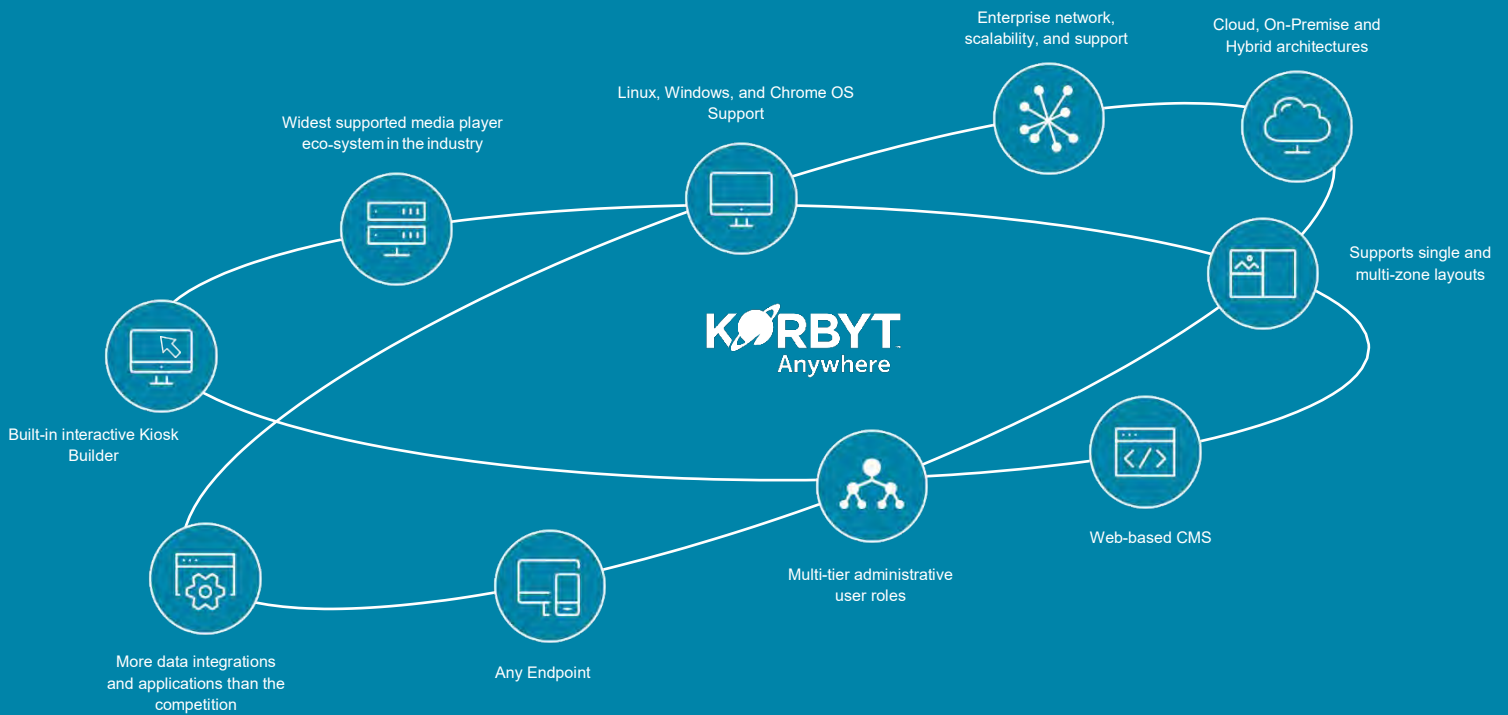


They also receive relevant and timely information from the University such as the distribution of an iPad Air to all new incoming freshman, an exciting new Smart Campus initiative, designed to use technology to maximize learning and support for students." Whitney Siddiqi, Digital Content Manager, University of Kentucky.

Modernizing this space with technology and creating a buzz of active communication brings the University a step closer to preparing their students for our interconnected world. Korbyt is proud to be a part of the University of Kentucky's strategy to use technology in improving the student experience, delivering a unique technology platform that communicators could use to build meaningful and engaging experiences.

DIFFERENTIATORS FOR FLEXIBILITY AND ADAPTABILITY

With a broad range of unique core features, Korbyt Anywhere provides a flexible and adaptable digital signage management solution, suitable for any type and size of higher education institution. Korbyt Anywhere sets itself apart from other platforms with built-in insights and analytics that optimize messaging and reach audiences in an omni-channel manner for maximum engagement.



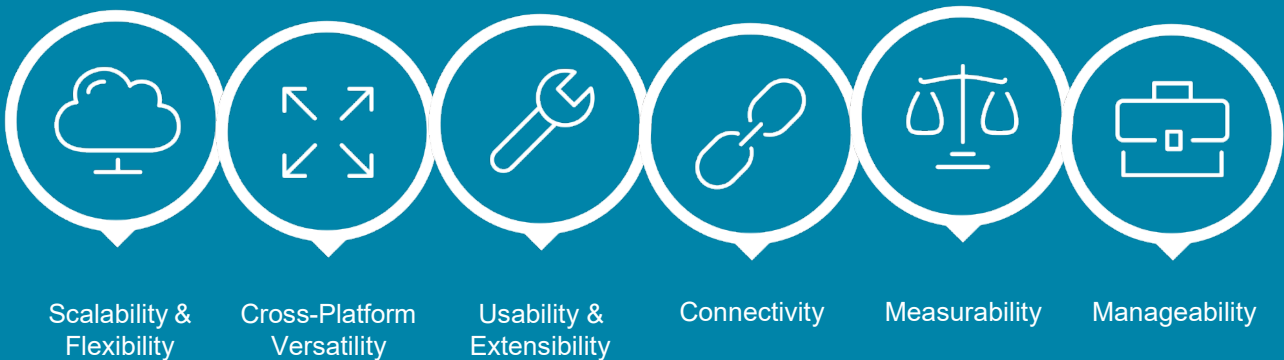
Intuitive and Automated Features for Engagement Across Any Endpoint

Easy to use content creation features with built-in optimized feeds and a next-generation approach to engaging students, faculty, and staff wherever they are makes Korbyt Anywhere friendly for communicators.



PLATFORM PRINCIPLES

Korbyt Anywhere was built around a set of best-in-class principles that, in combination, determine the platform's user flow and character. These cornerstone principles provide Korbyt Anywhere users with nearly endless possibilities, making it a platform built to achieve excellence.



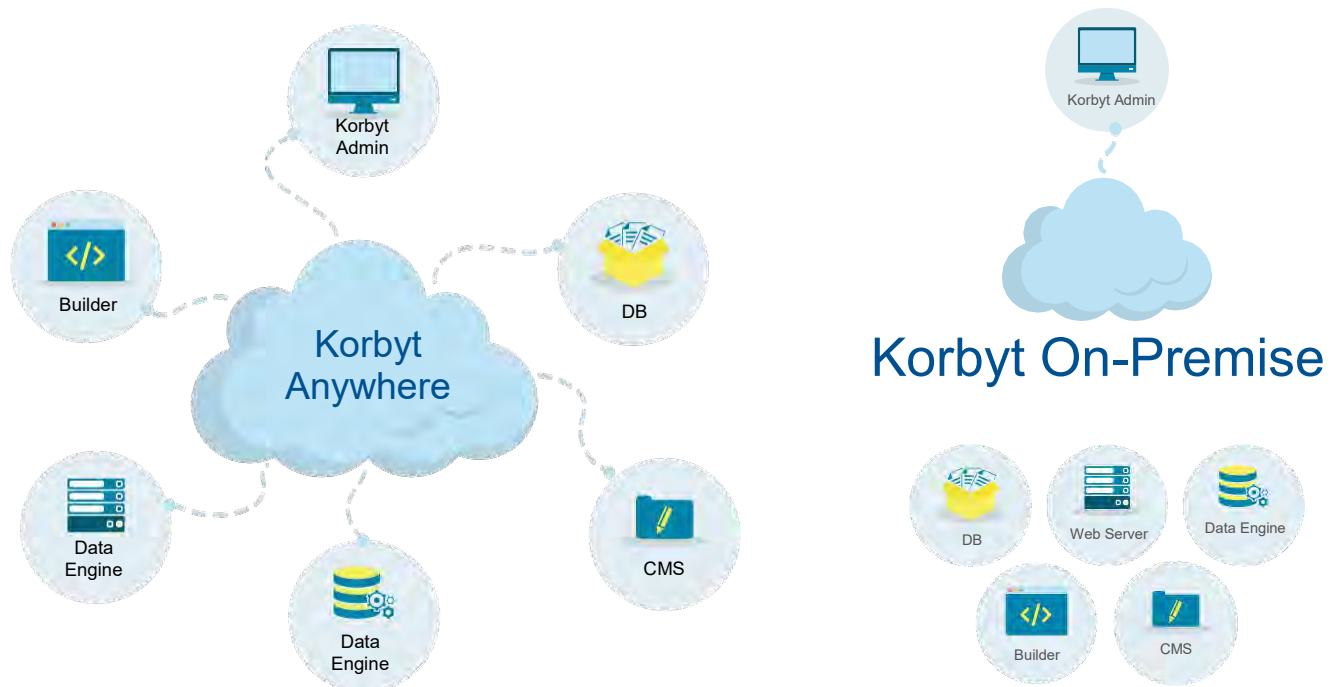


SCALABILITY & FLEXIBILITY

Korbyt Anywhere is available in SaaS Cloud, On-Premise and Hybrid (cloud and on-premise) versions, so the client can choose which hosting model suits needs and preferences best.

Cloud, On-Premise or Hybrid

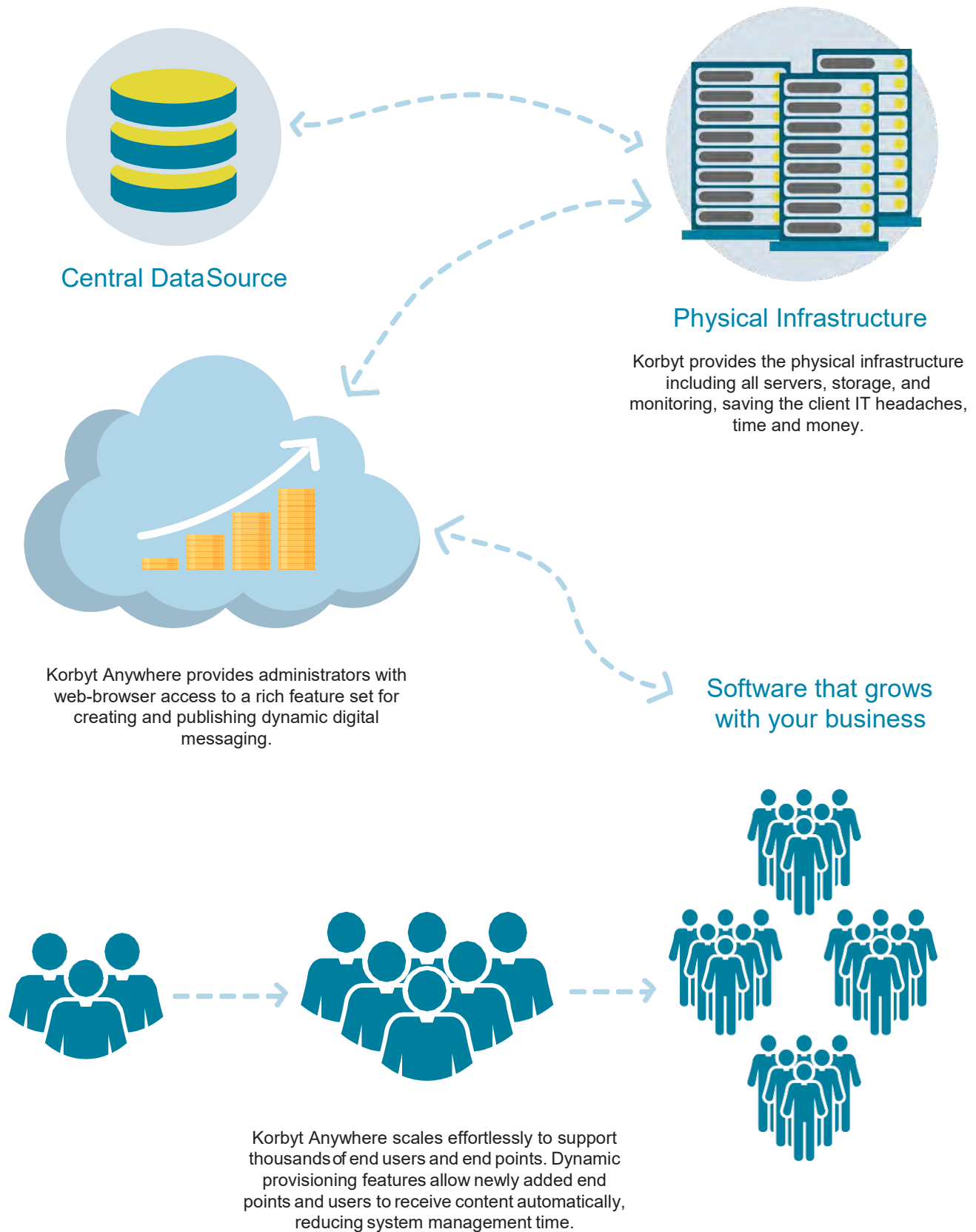
Korbyt Anywhere provides secure and resilient hosting for all of Korbyt's functions and components, accessible for administrators via a secure web browser connection utilizing SSO or Korbyt Anywhere's built-in identity management features. For clients with on-premises data sources or limitations preventing a full move to cloud, Korbyt installs on a physical or virtual server at the client's data center. Or for the best of both worlds, Korbyt installs in a Hybrid architecture - leveraging an on-premise data collection server with a cloud hosted admin portal.



The Benefits of Korbyt Anywhere

- Easy, quick and cost-effective scalability following your organization's needs
- New devices, locations and users can be easily added and seamlessly integrated into your existing network with no additional investment costs and only low incremental operational costs
- Quick and cost-effective roll-out — get up and running in a matter of days
- Securely access from anywhere and anytime
- Increased monitoring and remote support functions
- No costly or time-consuming installations required
- Built-in user management features and support for SAML2 SSO
- Automated software platform updates

Korbyt Anywhere - SaaS Model





CROSS-PLATFORM VERSATILITY

Player Support

Korbyt Anywhere supports the widest range of media players in the industry, offering maximum flexibility and versatility. Its flexible architecture allows Korbyt Anywhere to support the right media device for the right application.



Korbyt Anywhere also provides a mobile application for both iOS and Android mobile operating systems, allowing administrators to target and reach their audiences wherever they are, regardless of device.





Standards Based and Open API

Korbyt Anywhere supports the most popular web technologies, including HTML5 and CSS. In addition to easy-to-use drag and drop design tools, Korbyt Anywhere also provides system administrators access to a JavaScript and CSS- based API for creating dynamic and interactive digital signage experiences. Korbyt Anywhere also features a library of configurable data adapters that allow it to take data from almost any external system.





USABILITY

BUILT FROM AN END-USER PERSPECTIVE

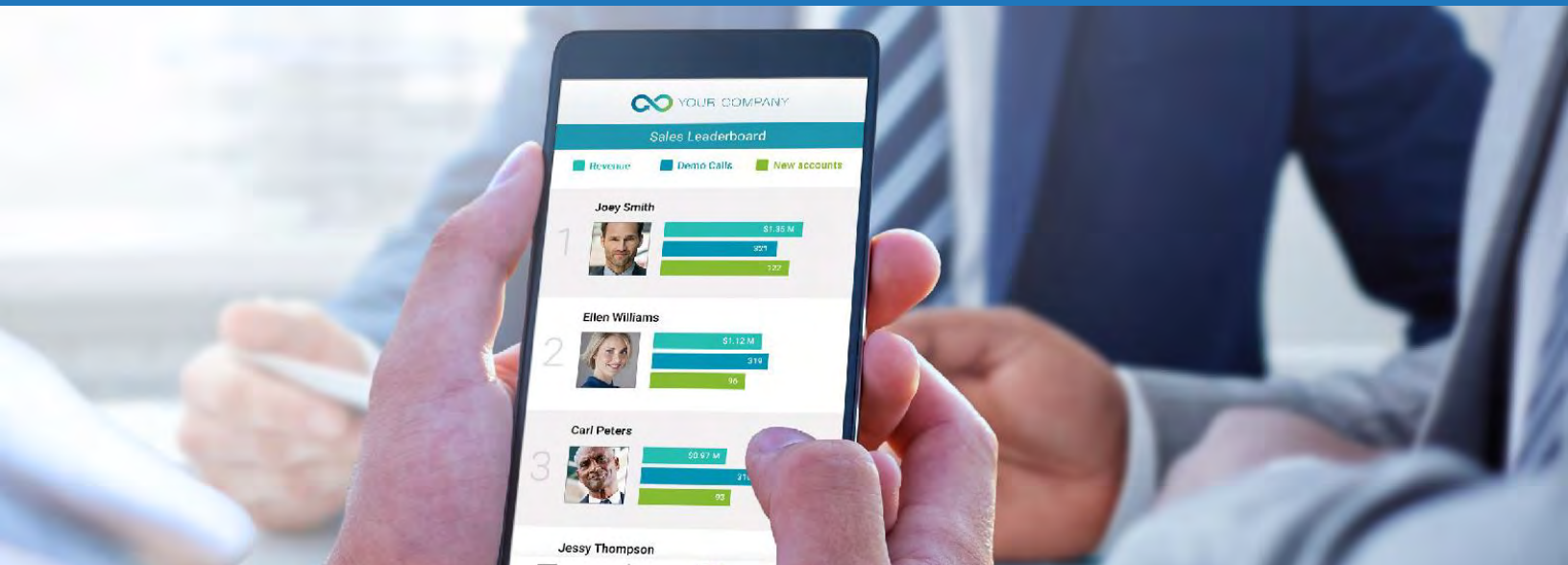
Korbyt Anywhere provides users with an intuitive and easy-to-navigate interface, reducing the time needed for content creation, management, and distribution. The platform is built from a user's perspective and takes the user on a journey of nearly unlimited visual communication possibilities, producing professional looking results with minimal effort.

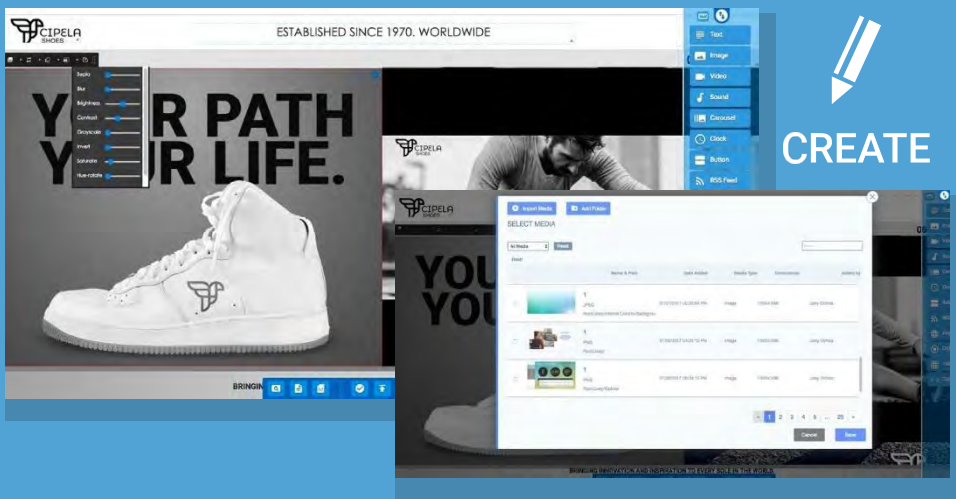
Korbyt Anywhere embraces an easy-to-use principle: Create a playlist in a few easy steps, much faster than other digital signage CMS platforms. From creation to publishing, a unique feature mix guarantees an efficient flow and highest possible user friendliness. Korbyt Anywhere is the most intuitive, straightforward, easy, and truly enabling CMS to operate.

By fully supporting interactive technology and applications, Korbyt Anywhere enables implementation of a more engaging and inspiring two-way visual communication strategy. With the help of Korbyt Anywhere, universities can communicate differently with their students, faculty and staff creating a dynamic, interactive, and even immersive communication flow.

Set Up & Customization

- Easily set up and customize Korbyt Anywhere messaging according to the user's preferences and objectives.
- Korbyt Anywhere includes starter layouts as well as offers easy and quick ways for the user to create new customize layouts.
- A standards-based layouts API provides maximum flexibility with minimum learning as opposed to competing platforms that require learning proprietary scripting and complex features.
- Korbyt Anywhere provides users with maximum degrees of freedom to easily develop their own templates, layouts and even custom-built applications.





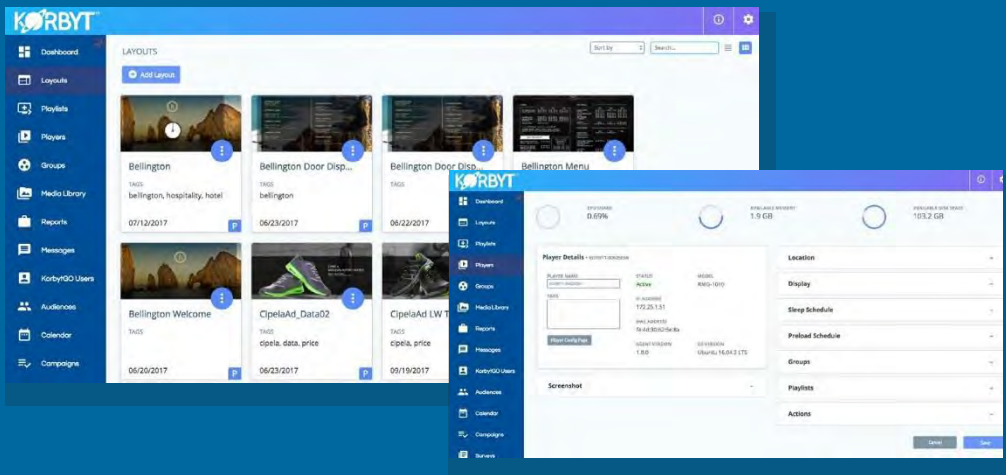
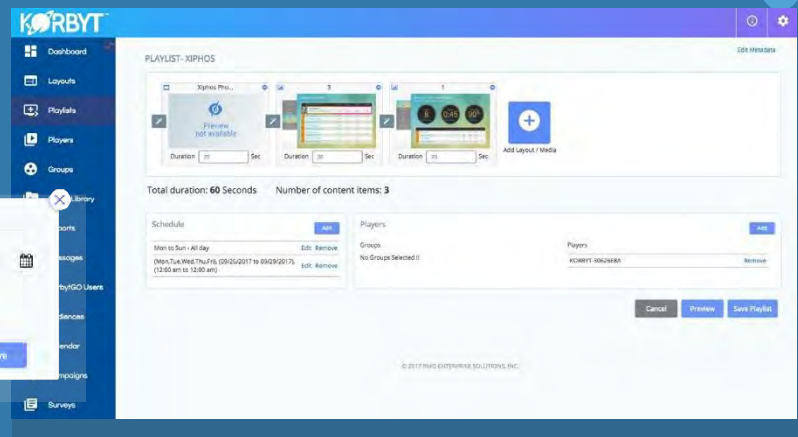
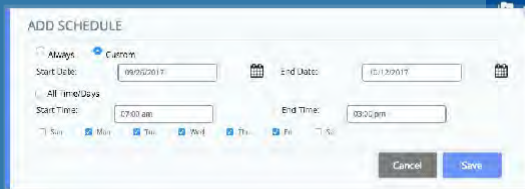
CREATE

- WYSIWYG interface
- Drag-and-drop layout builder
- Enterprise-grade media library
- System-wide object tags for rules-driven playlist and campaign publishing
- Content publishing approval
- Live previews
- Customizable and ready-to-use templates
- Image carousels
- Full/split screen layouts
- Interactive viewer applications
- Easy videowall configuration functionality
- Content layout zones
- Layout library
- Version control
- Alpha transparencies



SCHEDULE

- Playlists
- Localized playlists
- Complex playlists
- Conditional playback
- Nested playlists



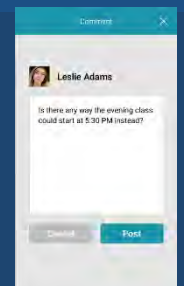
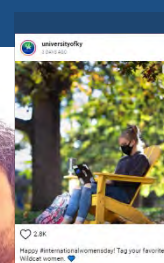
PUBLISH

- Publish directly to mobile devices
- Targeted/segmented publishing
- Offline content playback
- Content scheduling/dayparting
- Scrolling ticker
- Local proxy caching
- Supports multi-channel outputs
- Rules-driven automated publishing
- Configurable content download windows



INTERACT

- Social media integration
- Interactive mode - buttons, touch capability





CONNECTIVITY

Bring Data to Life Through Powerful Data Adapters

Built on a powerful data graphing engine, Korbyt Data Adapters support simple and complex data integrations. Korbyt Anywhere is able to efficiently collect, aggregate, structure, store, and dynamically display huge content and data sets from many different disparate sources in seamlessly unified, dynamic, engaging and actionable visuals.



Connectivity + Usability: Produce Once, Publish Everywhere

Combining connectivity with usability, one of Korbyt's exceptional features is the principle of creating/producing content once and publishing it on a large number of different types of end points, regardless of time and location. Korbyt Anywhere powers up a wide range of digital interfaces via the cloud, managed from a single centralized or various flexible locations, and in a highly time-efficient flow, across the university.

Custom Development and Applications Thanks to Open API Architecture

Through efficient and well-built REST API's, Korbyt Anywhere connects to a very wide range of third-party systems and platforms, opening a world of possibilities where other CMS platforms fall short. Korbyt integrates well with other systems, making it a true gateway to unlimited visualization options, creative applications, custom uses and even experiential immersive and sensorial interactions with the viewer.

The Korbyt Anywhere user interface also provides users with advanced tools for custom application development and data integrations developed by Korbyt professional services and design teams.

POPULAR DATA SOURCES		
	CLOUD	ON-PREM
Amadeus	✓	✓
Avaya	✓	✓
Cisco	✓	✓
Google Calendar	✓	✓
CSV	✓	✓
Generic Fixed Data	✓	✓
Genesys	✓	✓
Google Analytics	✓	✓
JSON	✓	✓
Microsoft 365	✓	✓
MS SQL	✓	✓
PowerBI	✓	✓
Rave	✓	✓
RSS Feed	✓	✓
Salesforce	✓	✓
Sharepoint	✓	✓
Talkdesk	✓	✓
TCP/IP	✓	✓
Text parser	✓	✓
Twitter	✓	✓
XML	✓	✓
+200 MORE		



MEASURABILITY

Korbyt Anywhere is strategically positioned to go beyond traditional digital signage business applications and allow users to gain insights to target their students, faculty, and staff based on logical metadata, analytics, and user/viewer behaviors in real-time or near real-time.



CONTENT PERFORMANCE DASHBOARDS

Get clear insights into the performance of your visual communication efforts across different endpoints and locations.



CONTENT PROOF-OF-PLAY

Ensure your messages reach the right audience at the right time with detailed content playback and viewer reports.



BUILT-IN VIEWER ANALYTICS

Korbyt Anywhere provides a built-in audience analytics feature, providing clever insights in who is watching your visual communication and dynamically adapting the content according to the viewer's profile.

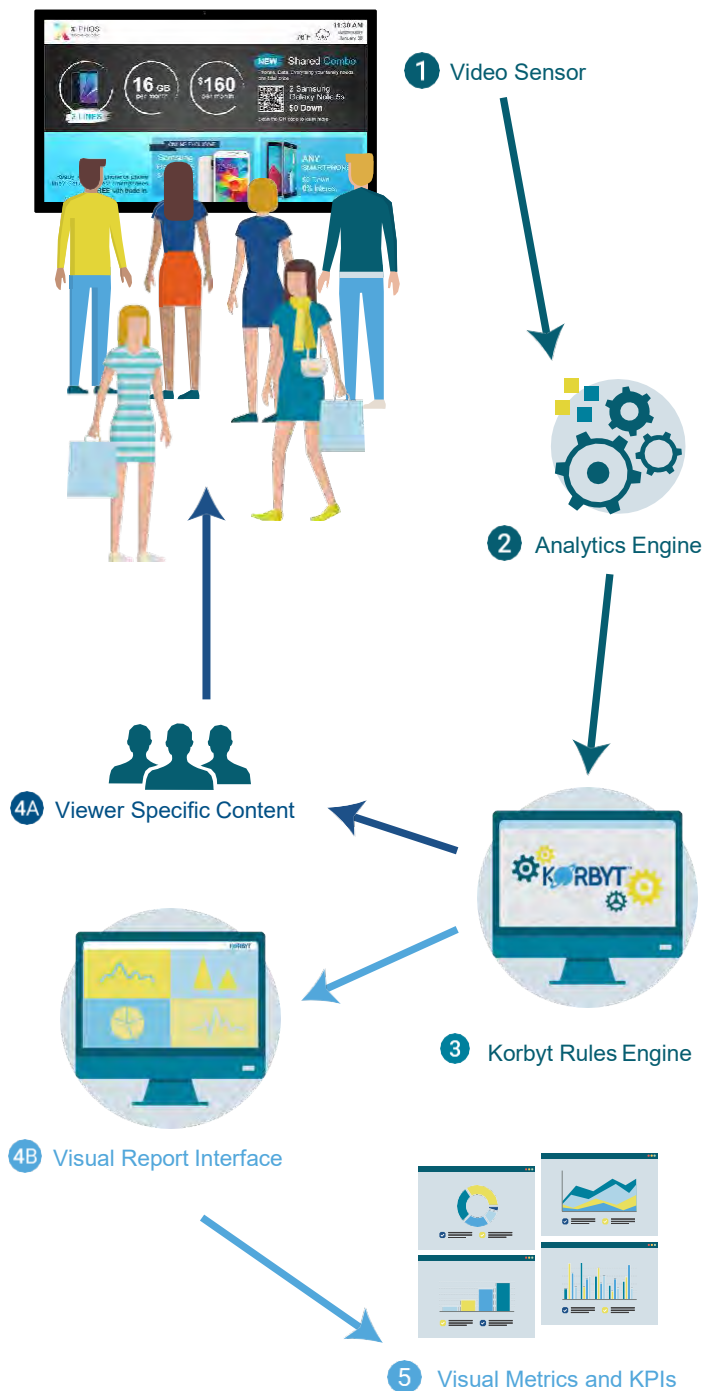


CONTENT TESTING

Test the success rate of content to see which factors determine its impact and perfect your messaging over time.

Analytics and knowledge-driven decision making are key to operational success.

KORBYT ANYWHERE MEETS ANALYTICS



- 1** Video sensor detects audience in front of display and when someone is looking at the screen.
- 2** Information registers in the analytics engine.
- 3** Analytics engine communicates directly with Korbyt Anywhere, providing information and statistics to dashboards.
- 4A** Korbyt Anywhere triggers specific content according to the profile of the main viewer or any other programmed rule.
- 4B** Korbyt Anywhere reporting dashboard updated in (nearly) real-time with new information.
- 5** All information and insights translate into KPIs and seamlessly integrate into existing or new Korbyt powered dashboard screens and mobile apps for marketing.





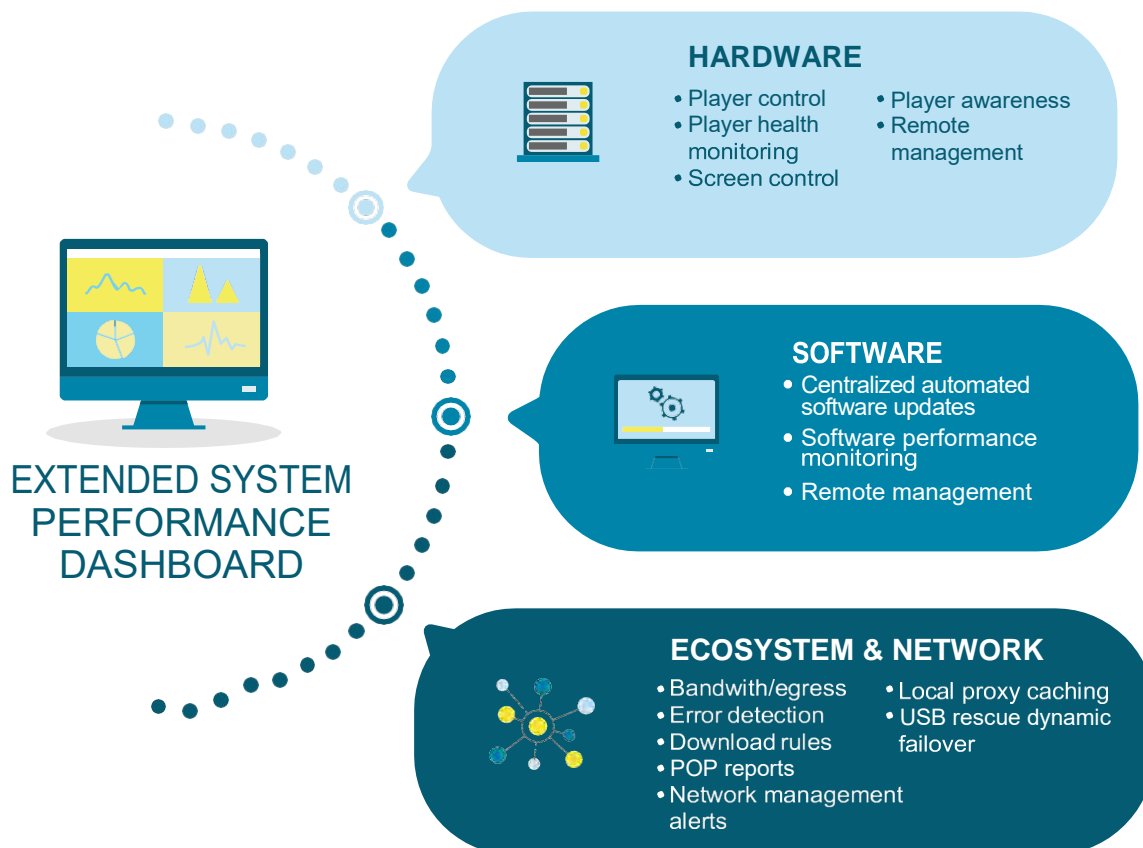
MANAGEABILITY

In order to deliver on the promise of being highly effective and efficient, featuring superior user friendliness, Korbyt Anywhere provides the highest possible level of manageability in a few key areas. Clever system monitoring, user management menus and message segmentation possibilities are key areas in which Korbyt Anywhere shows exceptional degrees of freedom and manageability, promoting an efficient and customize yet controlled workflow.

System Monitoring and Optimization

Korbyt Anywhere allows the user to remotely monitor, update, and control the media player hardware. By providing a range of system monitoring and optimization features, Korbyt boosts your ecosystem's efficiency and usability, avoiding and reducing any down time and optimizing output quality and performance. Administrators are given the right set of tools to guarantee smooth and correct message delivery at all times.

Features include:





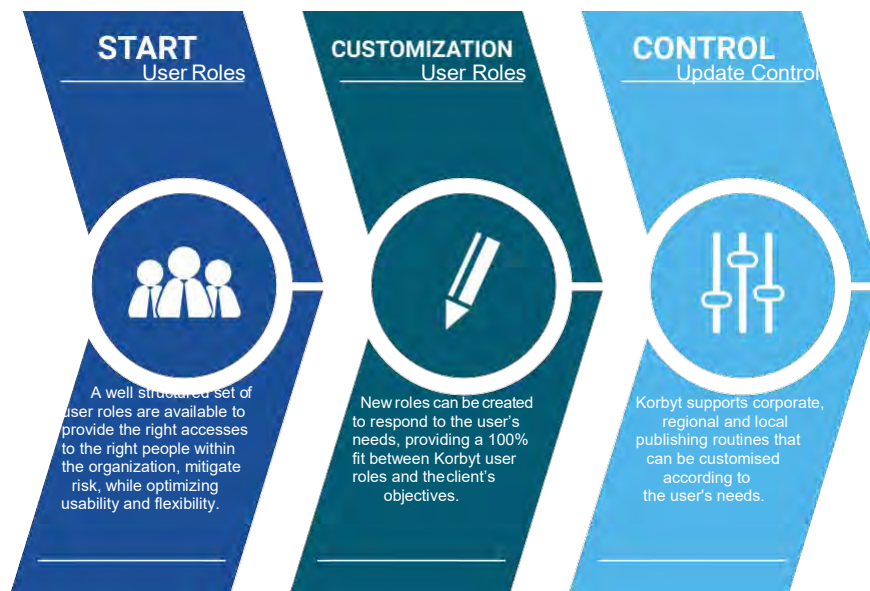
Eliminate the need for costly and continual updates. Korbyt Anywhere reduces server and IT costs, enhances security, and handles software updates for your entire university.



User Management

Combining maximum flexibility with a high degree of control, Korbyt Anywhere's user management module is a true example of best practices for any smart multi-user software platform.

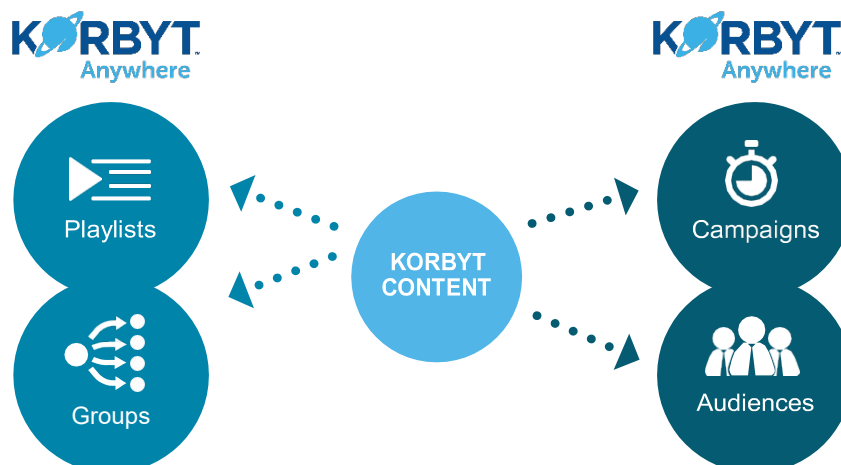
From setup to creation and publishing, Korbyt Anywhere provides a seamless yet segmented user flow, giving the right accesses to the right users at the right moment.



Segmentation for Engaging and Personalized Content

Korbyt Anywhere is built to create and align your communications across an entire university or enterprise, front and back of house. In order to maintain a strong impact, visual communication needs to be segmented and tailored toward your target audiences. Korbyt Anywhere allows you to create an unlimited number of 'Groups' of target audiences. Groups can be defined by location, department, time, profile, and a wide range of other criteria. Messages can be pushed to all users within a group through all types of end points by linking created playlists to set up groups.

In Korbyt Anywhere's Mobile CMS, the same segmentation options are available as Campaigns and defined as Audiences.



Global Maintenance, Support & Training, Delivered

Korbyt provides 24/7 support locally and around the globe. With support offices in the United States and Europe, customers receive superior service. Dedicated support staff and success managers help our clients get the most out of Korbyt and resolve questions and issues quickly.



Korbyt specialists provide an extensive training program as part of a Korbyt Anywhere purchase, in order to help users on track in no time. Korbyt provides a comprehensive set of online as well as offline support mechanisms to guide users and provide answers to questions or doubts at all times:

- Korbyt FAQ overview online
- Korbyt online Q&A
- Korbyt support community
- Korbyt success managers
- Video handbook
- Step-by-step tutorial videos
- Published API/SDK





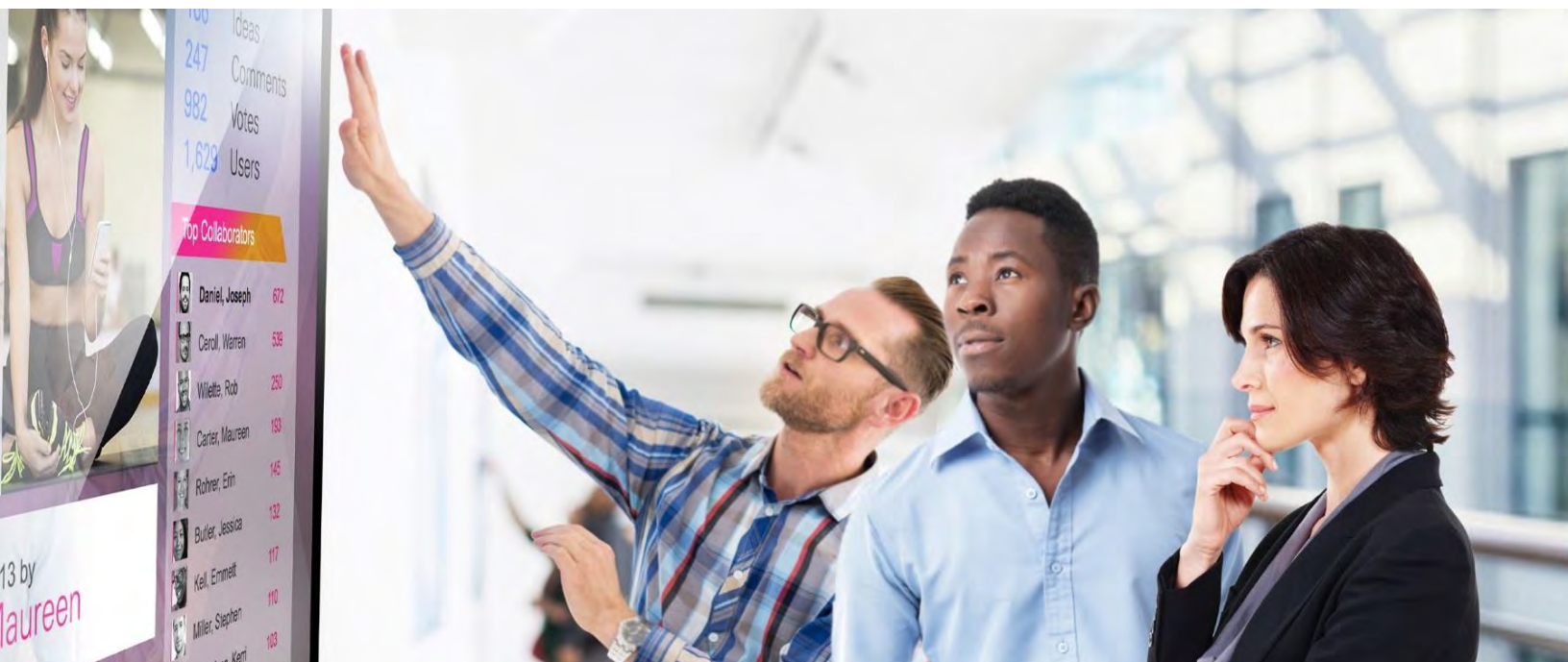
SECURITY ON TOP

Building on 37 years of experience and a vast knowledge and expertise in acquiring, aggregating, and visualizing critical and even highly sensitive data from a wide range of sources, our CMS has been built with the utmost care to guarantee the security of your data, content, and network.

Transform Content with Creative Solutions

As leaders in global visual solutions, Korbyt Anywhere offers new and innovative ways to deliver your content.

Our marketing and creative teams join forces to offer multiple digital signage content solutions packages including digital signage audits, content governance, content calendars, editorial planning, content refresh tailored for your university, as well as, static and video storytelling.



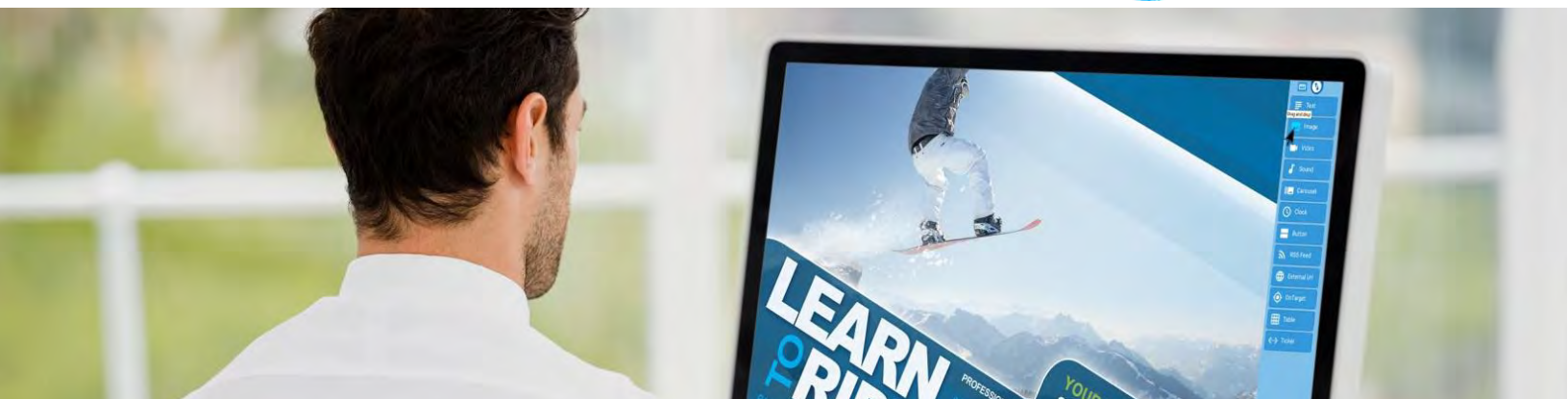
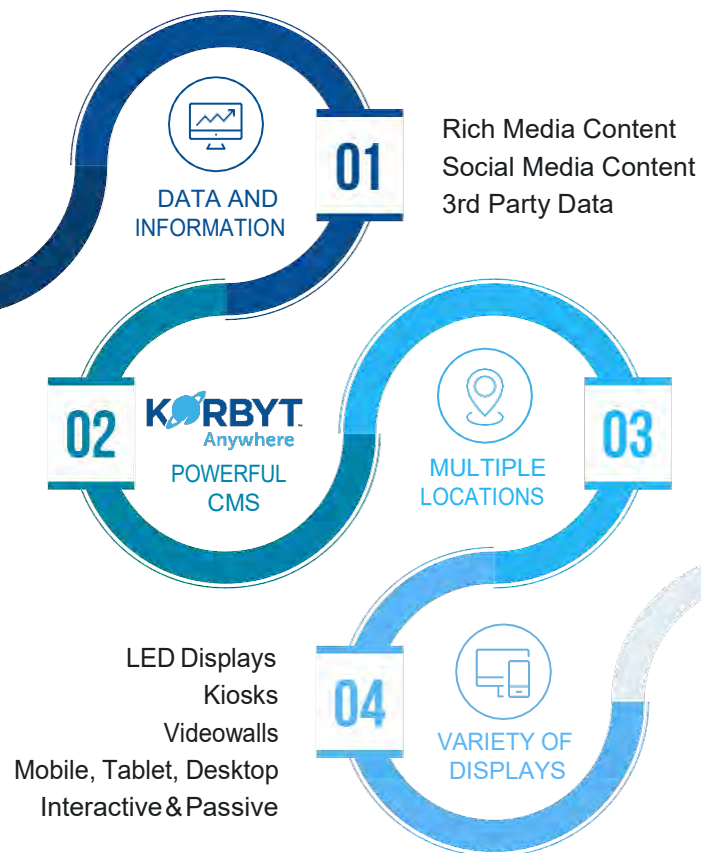
THE GOLDEN TRIPLE RULE FOR VISUAL COMMUNICATIONS IMPACT

Korbyt's mission is to harvest the power of visual communications in unique ways in order to influence your target audience's behaviors and help you achieve your organizational objectives across departments. In order to give your message true visual impact, visual communications need to be:



ENABLING A MULTI-PLATFORM COMMUNICATION STRATEGY

By understanding the importance of a full strategy, our platform is designed to power your entire solution across a wide range of digital interfaces, allowing you to connect to your target audience by considering their journey in the modern digital age. Combining central control with the industry's most powerful user management module, Korbyt Anywhere allows for the best management of your visual communications across content creation to publishing, for a variety of locations and displays.



KEY APPLICATION AREAS

Korbyt Anywhere powers a range of visual communications, creating digital experiences that bring messaging to life and connect students, faculty, and staff in an effective and influential way.

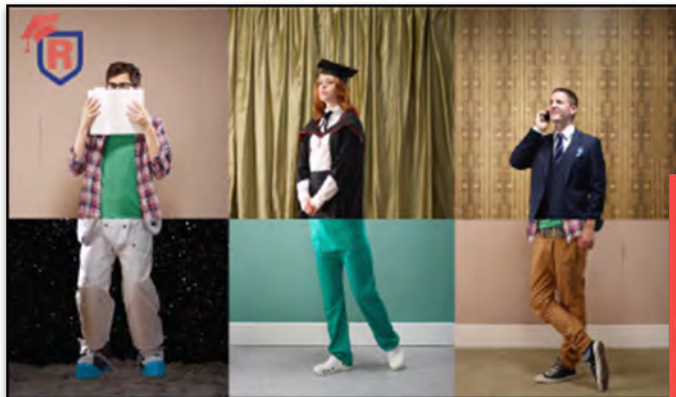
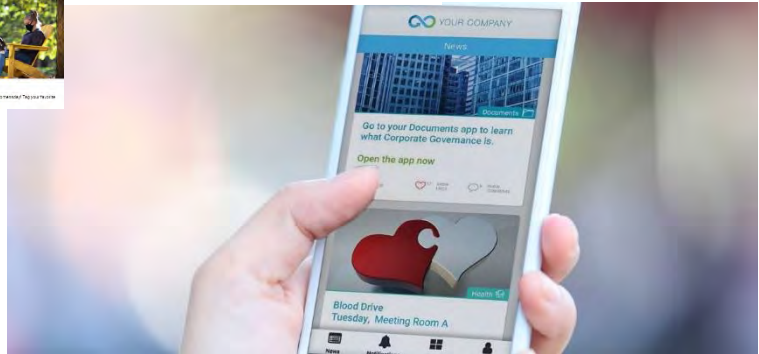


INTERNAL UNIVERSITY COMMUNICATIONS

Boost university faculty and staff engagement by creating an inclusive university environment.

INTELLIGENT DIGITAL SIGNAGE

Visually engage with students, faculty, and staff.



DYNAMIC AND INFORMATIVE PUBLIC DIGITAL SIGNAGE

Provide the most effective level of information to any target audience in university public spaces.

VISUAL PERFORMANCE MANAGEMENT

Infuse a strong sense of empowerment and shared sense of responsibility in your student, faculty, and staff behavior in an appealing and engaging way.



Optimize your digital signage with the right message, at the right time and delivered through the right channels. Korbyt Anywhere lifts visual university communications to new levels of impact and effectiveness. Create bold, exciting content and connect with your audience in unlimited engaging ways. Inspire action in students, faculty, staff.



Experience the Next Generation of Intelligent Visual Communications

Customers and partners are invited to a tailored interactive tour of our Experience Center, where our team of experts tackle various business requirements in a friendly and relaxed environment. Come see our solutions in action and learn more about how your organization can benefit from our intelligent visual communication solutions.

Korbyt Headquarters
15770 Dallas Pkwy, Suite, 1100
Dallas, TX
844-858-9585
www.korbyt.com



Request for Proposal **RFP# CMJ-1076**

Digital Signage System

Korbyt RFP Response



March 16, 2021



REQUEST FOR PROPOSAL

RFP # CMJ-1092

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E. Commonwealth of Virginia Agency Contract Form Addendum to Contractor’s Form (<i>All Offerors are required to complete</i>) – Reviewed .			
F. Higher Education Cloud Assessment Tool (HECVAT) - attached as a separate Excel spreadsheet (<i>All Offerors are required to complete</i>) – Attached .			

REQUEST FOR PROPOSAL

RFP# CMJ-1076

Issue Date: February 16, 2021

Title: Digital Signage 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, March 16, 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, johns9cm@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:

RMG Enterprise Solutions, Inc. dba Korbyt

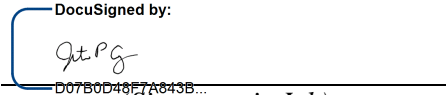
15770 N. Dallas Parkway, Suite 1100

Dallas, TX 75248

Date: March 11, 2021

Web Address: www.korbyt.com

Email: Justin.caskey@korbyt.com

By: 
 (Signature in Ink)

Name: Justin Caskey

(Please Print)

Title: CFO

Phone: 972.744.3861

Fax #: N/A

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 x #2 x #3 x #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.

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 Digital Signage 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.

James Madison University's campus is made up of 170+ academic, administrative, support and housing buildings. Many of these facilities have a need for a state-of-the-art digital signage system to direct the movement of students, staff and visitors through their facility effectively. The university has numerous systems that may be considered for integration including Hannon Hill Cascade Server Content Management System, EMS Class and Event Management System, Oracle/PeopleSoft Campus Solutions, Active Directory, and the Rave Emergency Notification System. Presently there are approximately 90 end users, and approximately 200 signs in use in the current Four Winds deployed system.

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

JMU is seeking a Digital Signage System to provide information, wayfinding, and customer/visitor support in a polished, dynamic, and in some cases interactive design.

The Contractor shall have available and be able to demonstrate the use and functions of the following components and/or features of a Digital Signage 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.

JMU will consider hosted and on-premise deployments, commercial and open source licenses, and support services for open source software; as well as various combinations of deployments, licensing and support service.

A. Application:

1. Describe the features, functionality and ease of use of the proposed Digital Signage System, including but not limited to directional signage, video walls, interactive digital signage and touch screen kiosks.

Korbyt Anywhere is a Digital Communications platform designed to enable professional communicators to extend their reach via Signage, Desktop and Mobile Integrations. Our legacy as a company is in digital signage and we have delivered Signage, video wall, and interactive experiences for over 30 years. Our currently platform allows companies all over the world deliver messaging in a scalable manner. We can provide custom experiences for each screen and unified messaging across all screens.

2. Describe in detail all the content types the application is capable of handling, including but not limited to both static and live content.

We support a wide variety of file formats. These include video, audio, images, documents, and more. Static content can be uploaded to our Media Library and assigned easily. We also provide access to dynamic/live content including weather, news, and more. We can also integrate with On-Premise and Cloud data sources that allow for “set it and forget it” solutions.

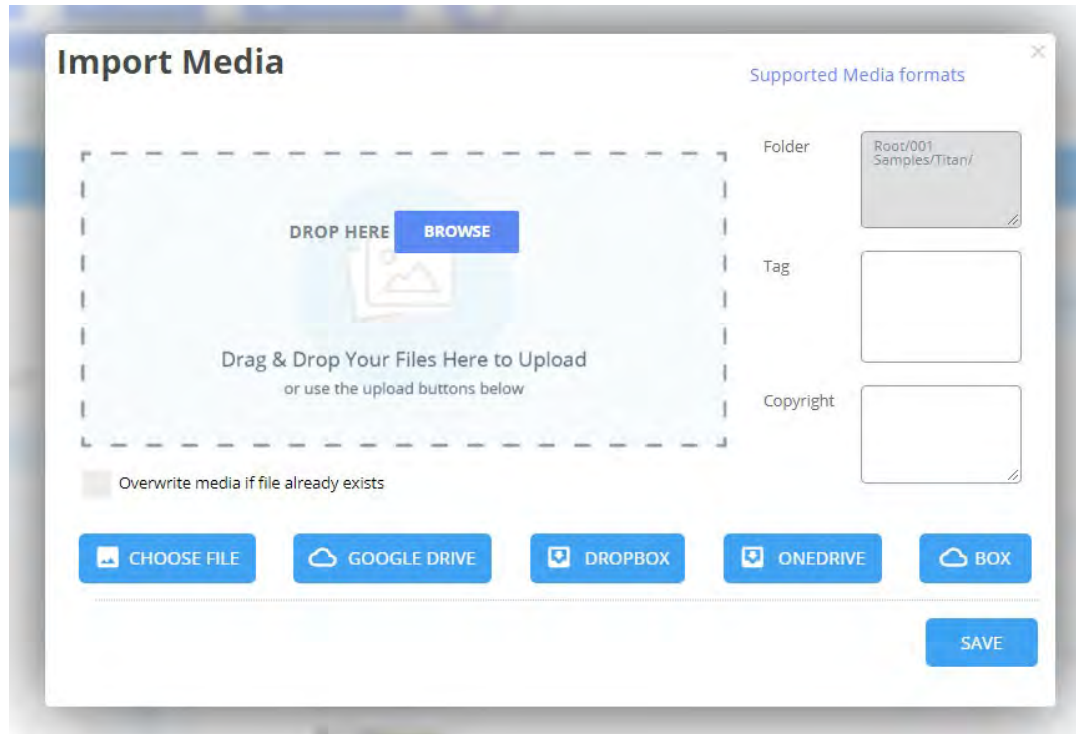
3. Describe the application’s ability to change content and schedule quickly and on the fly.

Our platform has robust scheduling tools to send the right content, to the right screen, at the right time. We also have templates that can be customized to match your branding needs that can be sent immediately to any screen. Content can be interrupted at any time and we offer a variety of means to trigger content including instructions from external data sources.

4. Describe, with screenshots, the process to upload a content item in the system, including any ease of use functionality (i.e. drag and drop).

Content can be automatically synchronized with cloud storage solutions (ie. Google Drive, OneDrive, Dropbox, Box, etc.) and assigned to screens without any additional effort. We can also perform this same functionality with SharePoint.

Content can also be manually uploaded to the Media Library as requested in #4.



5.

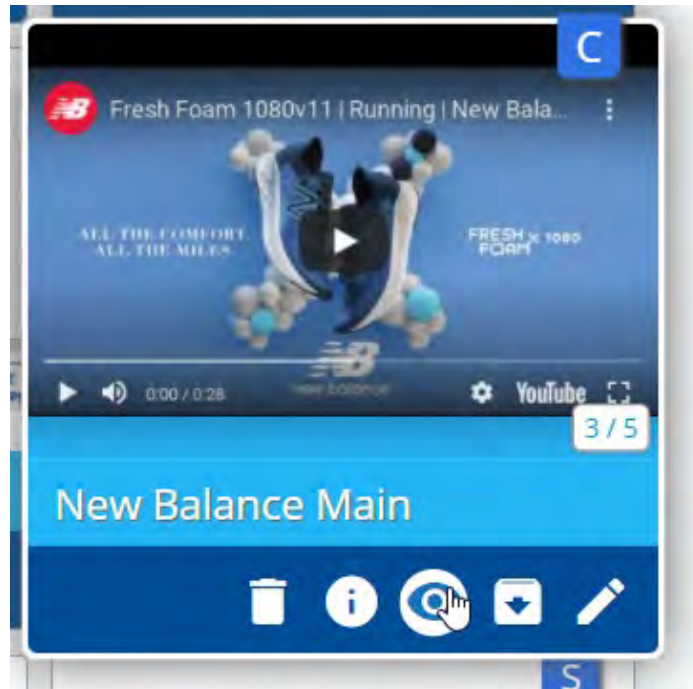
Users can also Drag and Drop directly onto a player to schedule its content.

6. Describe the application's ability to manage individual playlists for each screen.

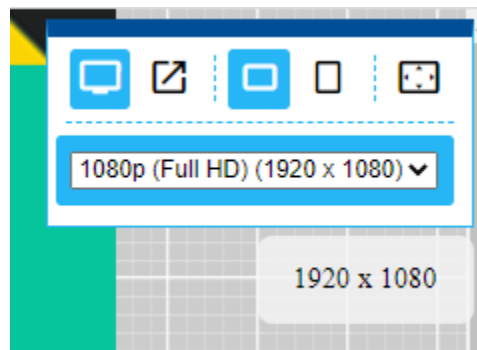
The Digital signage section of the Korbyt Anywhere platform has a feature designated for Playlist creation and management. The user can assign individual screens or groups of screens to each playlist with drag and drop functionality.

7. Describe the ability to preview content in the display's resolution and dimensions before publishing the content.

Across our entire platform, users can Preview (eyeball icon) to see the result. In the preview, users can change orientation, resolution, and more.



i.



ii.

8. Describe the proposed system's options for hosted vs on-premises deployment models and related costs (in Section X Pricing Schedule).

Korbyt is available in 3 different deployment options:

Cloud – Fully hosted by Amazon Web Services. Content and Device administrators can manage their platform from anywhere. No servers to manage or update. Signage players reach out to Korbyt.com for content. Clients can reach out to any Cloud data source, cloud API, cloud employee management, or cloud Single Sign on Provider. All updates to the Korbyt platform are automatically updated.

On-Premise – Hosted entirely within your network, signage players connect with your provided VM or physical server which hosts the Korbyt Server Software. This solution can connect with On-Premise Data sources. Requires manual Korbyt platform updates via a paid engagement with Korbyt Professional Services..

Hybrid – This solution has all the benefits of Cloud while also being able to connect with On-Premise data sources. Allows for remote management of the entire platform and the ability to push content out to remote workers via Desktop and Mobile. Signage devices will connect to the in-network server but reach out to the cloud for updates. All updates to the Korbyt platform are available for download to your server at no additional cost.

Korbyt will be recommending and including in our proposal the Cloud deployment model.

9. Provide information for additional optional modules that are available.

Korbyt as a platform can extend the reach of your messaging and communications to Mobile and Desktop users on an individual basis providing personalized content for each user.

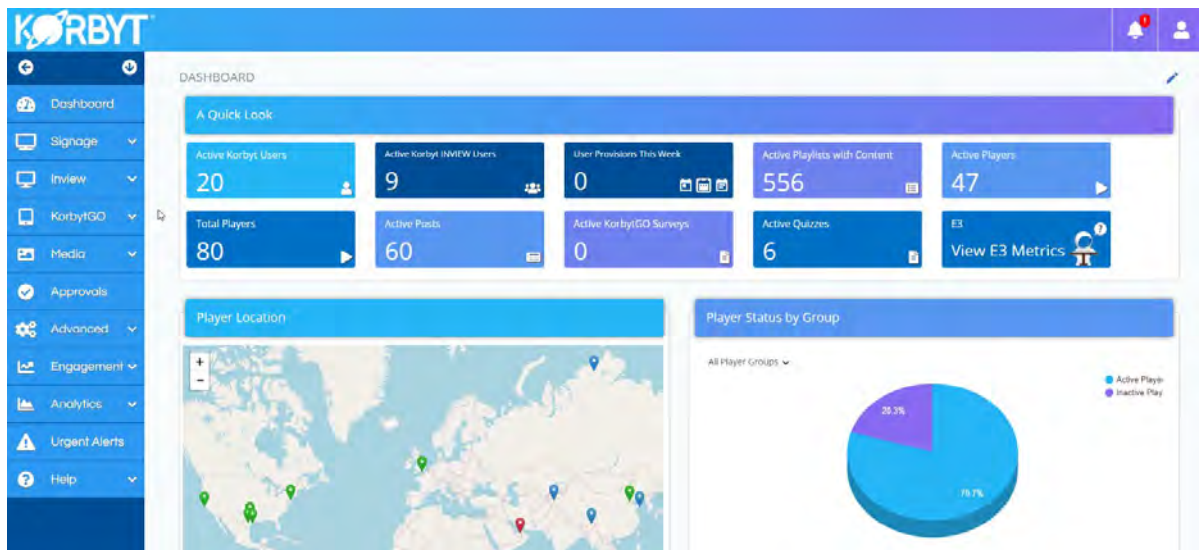
Korbyt also offers office hoteling and space management functionality which will allow users to reserve spaces and desks from within our platform.

Korbyt Web allows you to push content to any URL or embed signage content (Interactive and Non-Interactive) in any webpage.

Optics allows you to gather non-identifiable, demographic information on those who are viewing signage content or using interactive kiosks. We can also trigger content to automatically appear based on age, gender, or number of people looking at a screen.

10. Describe the extent to which administrative and user interfaces are HTML browser-based or Web enabled.

Our entire platform is built and accessed from the browser. No external tools or applications or a separate CMS are required.



11. Describe any limitations between platforms (i.e. Macintosh, PC client applications, browser-based access).

Our platform is designed to run on any OS. Our platform was built for Chrome browser. Other browsers will work, but Chrome is regularly tested for all functionalities.

12. Describe the process for publishing/sharing content globally across campus or for a large segment of campus.

This can be done in a wide variety of manners.

- a. Launchpad: Templates that can be sent to any player the user has permission to publish on.
- b. SharePoint Automation: Automatically bring in folders and subfolders which link to specific player groups and players.

- c. Automated Playlist Management tied to Folders of content assigned to different players and player groups.
- d. Automated Playlist Management tied to Tagged content assigned to different players and player groups.
- e. Manual Playlist Management with Manually Uploaded Content assigned to different players and player groups.

All the workflows listed above can be customized to allow for approval structures and user permissions, by individual or groups.

13. Describe how the software interacts with external sources/API, i.e. EMS events listings.

The platform offers a set of template adapters that can connect various 3rd party systems via common HTTP methodologies. Details of API integrations vary depending on the requirements of the API itself. There is also a scripting feature of the data integration section. Here, a custom adapter can be built to integrate with other sources. The level of effort varies on API requirements and solution design.

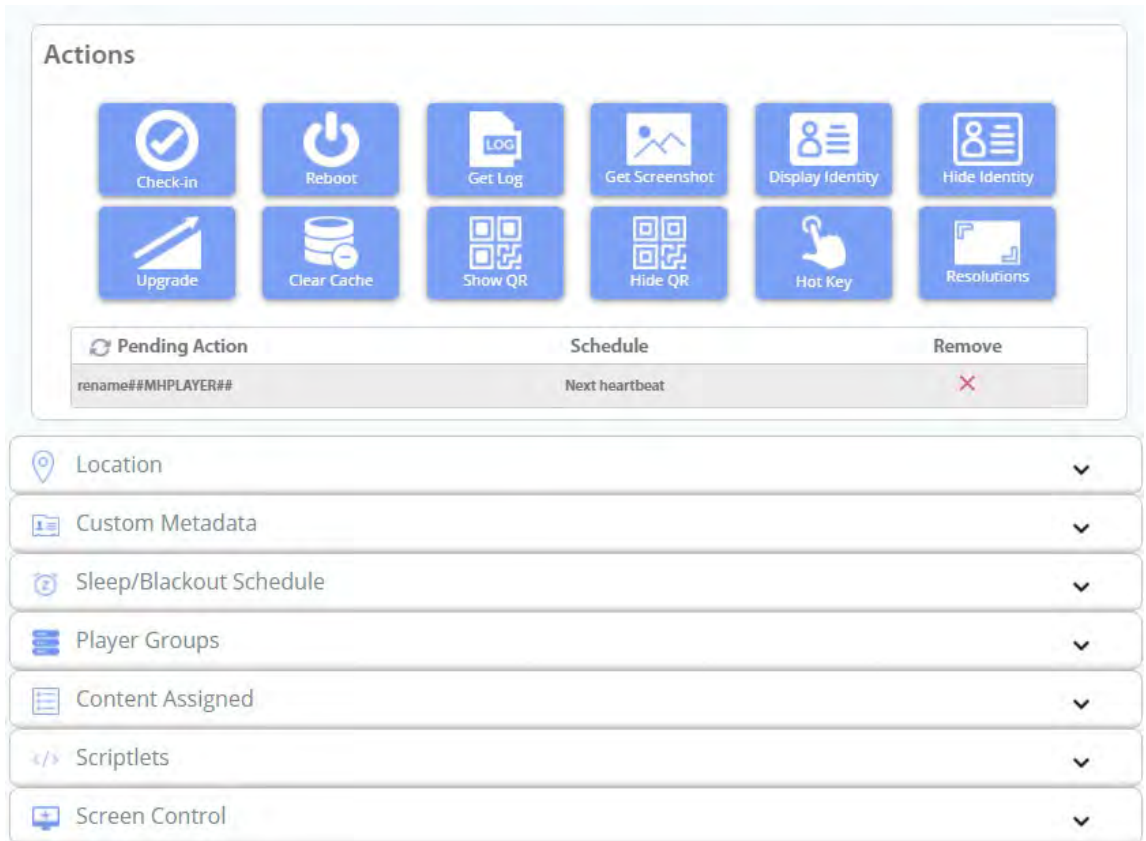
Korbyt has successfully integrated and implemented EMS solutions for the University of Kentucky and other Colleges.

14. Describe the application's ability to be used as emergency notification. Provide a detailed diagram (including protocols) of the typical architecture/technical environment required for the process.

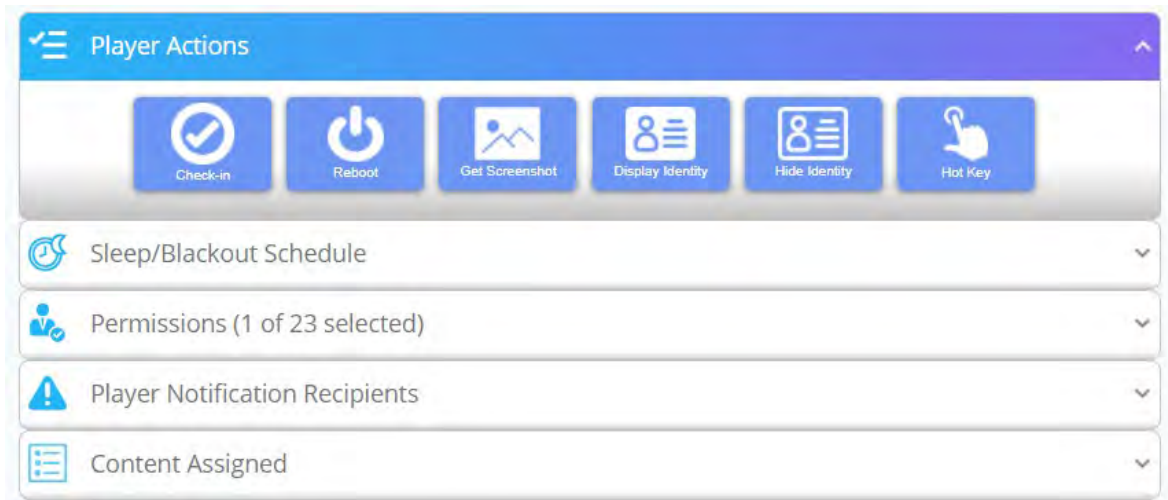
Korbyt can integrate with RAVE EMS. RAVE EMS Systems can be used to call our Korbyt API and change all signage as required. No need to log directly into our platform to change screens during an emergency.

15. Describe the ability to monitor all media players.

The platform offers multiple ways to monitor media players. The first place will be with the Dashboard. Here the admin can get high level information about the players such as physical location and status. From there each player has the following Actions that can help with monitoring and maintenance:



Player groups also have unique properties to assist:



Notifications can be configured so the admin can get alerts and information about the devices via their preferred channel: Email, SMS, MS Teams, Slack etc.

Korbyt also offers a companion mobile application called Korbyt Kompass. This application is designed specifically to monitor and manage devices.

16. Describe automated notification and correspondence generation features such as e-mail notification of error conditions, status reports, and display metrics.

The platform can notify the users of Device Status via:

- SMS
- Email
- Korbyt Kompass (mobile application)
- Twitter
- Slack
- MS Teams

In Addition, reports can be extracted ad-hoc from the Analytics section.

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

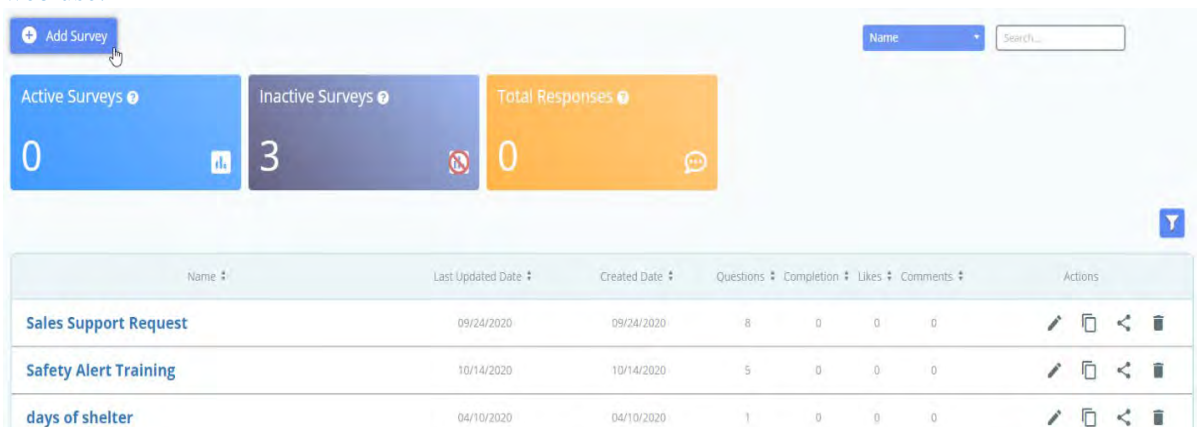
Korbyt Anywhere offers the flexibility to create the desired experience when it comes to managing different modules of the campus communications solution.

Our platform is designed to provide a single access point/solution to build, deploy, and manage campus communication channels including digital signage, mobile, desktop, intranet, etc.

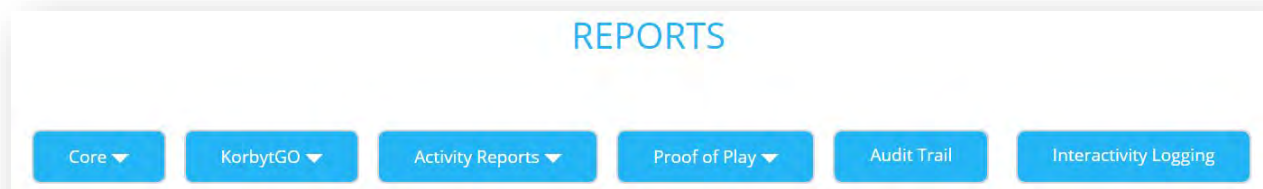
Each module, although accessible from the same platform, is independent of each other. Content can be designed and deployed for only mobile or a mix of both mobile and digital signage.

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

Forms – Administrators can build their own custom surveys in our platform for kiosk, mobile, or web use.



Reports – Our system comes with a variety of reports available within our reporting tools. They are configurable to search for specific information within specified time ranges. Our most robust option is our Audit Trail which shows all actions taken by users logged into Korbyt.com.



Core

Player Inventory

Media Added in Last 30 Days

Playlist and Player Details

Room Mappings

Tag Usage

Screen Control Log

Optic Analytics

Playlist Feedback

Survey Reports

Form-Builder Reports

KorbytGO

Activity Reports

Sentiment Analysis (up to one year)

Quiz Results

Survey Results

Post Acknowledgement

Reach

Engagement

Retention

Activity Reports

By Channel

By App

Proof of Play

Audit Trail

Content Views (last one month)

Content View Summary by Viewer (last 120 days)

Digital Signage Proof of Play (last one month)

Proof of Play Content

Audit Trail Reports

Filters

Date Starting

03/09/2021 08:56 pm

Date Ending

03/11/2021 08:56 pm

Modified By:

Search

Reset

Content Type:

All

Action:

All

Section:

Excel

Modification Date	Modified By	Content Type	Content Name	Action	Section	Previous Data	Modified Data
03/11/2021 02:54:48 AM	Joe Nidever	CMS User		login	Login	--	{ "domain": "korbyt.com", "subdomain": "voyager", "ip": "" }
03/11/2021 12:57:18 AM	Max Guerrero	CMS User		logout	Logout	{ "ip": "45.17.250.173" }	--
03/11/2021 12:56:37 AM	Philip Gerstenfeld	CMS User		logout	Logout	{ "ip": "76.237.93.241" }	--

Interactivity Logging Reports /

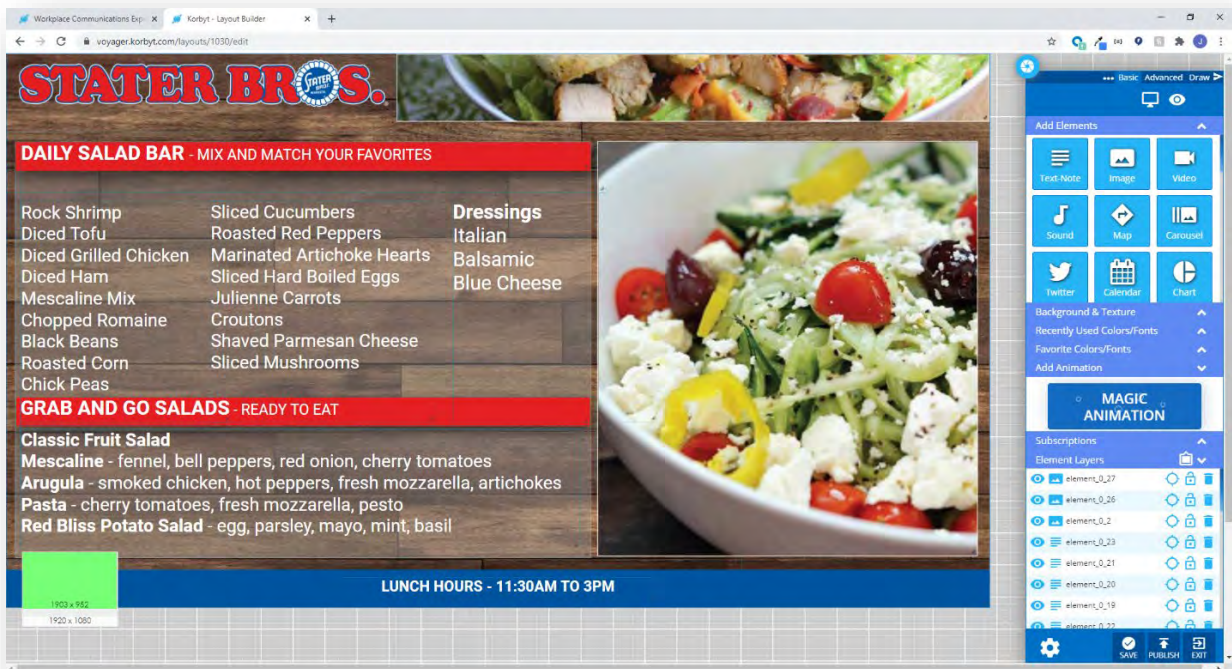
Filters

Interaction Date: Starting Ending

Interaction	Viewer Name	Content Name	Type	Date	View Duration
Search: <input type="text"/>					

Input/Output Screens - Our platform is highly customizable for all types of content sent to the screen. Using our Layout Builder, we can customize every piece to reflect the JMU branding. There is no single piece of content in our platform that is limited to templates. However, if templates are desired, they can be built to match the branding of your University and business needs.

Layout Builder – Full Customization for any portion of a design.



Launchpad – Custom Built Templates can be made to fit your branding and business needs.



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

Content Creation, Approval and Scheduling can be handled and controlled easily within our platform using User Roles and User Groups.



USER GROUPS

[+ Add Group](#)

Group Name

Description

Search...

Select	Name	Email	Role
<input type="checkbox"/>	Aidan Schwartz	aidan.schwartz@mailinator.com	Tenant Administrator Digital Signage
<input type="checkbox"/>	Al Amin Dhaka	alaminvoyager@mailinator.com	Tenant Administrator Digital Signage
<input type="checkbox"/>	Alton Heller	alton.heller.voyager@mailinator.com	Administrator Digital Signage, Administrat...
<input type="checkbox"/>	Andrew Huckle	andrew.huckle.voyager@mailinator.com	Tenant Administrator Digital Signage

Originally designed for University of Kentucky, we also have a tool that allows you to turn anyone in your organization or student body into content contributors using Predefined Layouts. Build a templated layout and then give it out via URL. Users can then access it on their phones or computers to generate content and send it back to Korbyt.com for admin approval or fine-tuning. If approved, this content could then be sent to the appropriate screens. This workflow allowed students to submit events for their Student Centers, share information for student organizations, and even advertise for Recreational Sports tryouts. See Screenshots below.

Step 1: Form for template completion.

joe.nidever@rmgnetworks.com

Joe

Nidever

Description

Select Template:

Cooper Standard Main Template

Header Text

Come join our Student Organization

Body Copy

We are planning outreach and volunteer events!

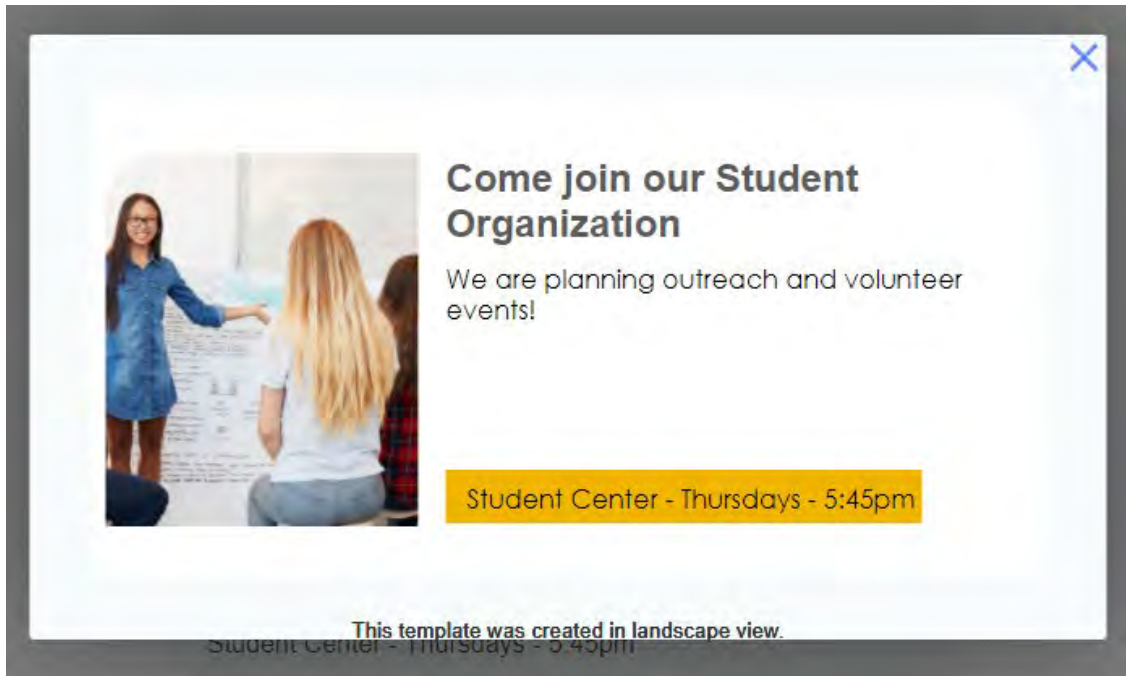
Call To Action Text

Student Center - Thursdays - 5:45pm

Main Image

No file chosen

Step 2: Preview live in form.



Step 3: Upon Submission, layout appears for admin to edit, approve, deny, or delete.

Layout Name	Last Updated By	Last Updated Date	Created Date	Tags	Playlists	Template	Thumbnail	Status	Actions
Cooper Standard Main Template 2021-03-11 03:18:47	Unknown User	03/11/2021 03:18:47 AM	03/11/2021 03:18:47 AM	cooper-standard, main, northville	0			Draft	

Some clients have chosen to have their governance handled entirely by SharePoint Online folder structures and user permissions. With this integration we could also automatically send department specific content to individual screens.

20. 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.

Please See our WCAG report Attachment 1.

21. Describe your adherence to [W3C WCAG 2.1](#), level AA.

Overview of audit results

Results of Level AA

Principle	Level A	Level AA
1. Perceivable	4 / 4	8 / 8
2. Operable	8 / 8	1 / 1
3. Understandable	3 / 3	4 / 4
Total	15 / 15	13 / 13

Korbyt's CMS adheres to WACG 2.1 level AA standards.

22. Provide documentation such as VPATs that assess the success criteria of WCAG 2.1 and any additional documentation regarding Section 508 compliance such as conformance to 508's Functional Performance Criteria.

See Attachments 1 & 2 for WCAG 2.1 and our VPAT documentation.

23. Describe how content playlists can be published to the web in addition to digital signs.

There is a unique capability/feature within the platform called Sonar. This capability is designed specifically to publish the playlists to a web accessible URL and also generating an HTML embed code that can be used in other communication channels such as SharePoint or any other intranet solution.

24. Describe the extent to which remote access can be used to configure, manage, and monitor digital signage networks, i.e. smart phones.

The entire Korbyt platform can be used to manage all aspects of the Digital Signage including signage hardware, content, and user management. Since our platform is 100% SaaS, also known as Cloud, any authorized user of your Korbyt.com tenant has access to the entire feature suite from their browser.

Korbyt offers a mobile application called Korbyt Kompass that can be installed in users' smartphones for remote signage hardware management. This can be used to configure, manage and monitor the digital signage network.

Services

1. Describe services available from your company and/or partners including pricing information (in Section X Pricing Schedule) that may be included in the final contract. Services that could be included are:
 - a. Implementation

Korbyt's Delivery Team will have dedicated resources assigned to your project deployment.

- b. Development

Korbyt's Product Development team is constantly at work to ensure that our platform is responsive to industry needs.

c. Project Management

Korbyt's Delivery Team includes project coordinators that will ensure your delivery stays on schedule.

d. Architecture and Design

Further information may be required, however, during our robust discovery process, Korbyt's Pre-Sales team endeavors to deeply understand your existing creative and technical stack. This way Korbyt's design in your environment will be built to scale from the very beginning.

e. Capacity Planning

Further information may be required; however, the Korbyt Pre-Sales team will work to ensure that your administrative teams are ready to meet the challenges that will come as your deployment grows.

f. Installation and Configuration

As part of your deployment, Korbyt's Delivery team will install our software on your existing Windows players which have been outlined in Addendum 3. We will also configure signage players' connection to Korbyt.com and ensure they can download and display content.

g. Performance and Scalability

Korbyt's Cloud Solution is hosted by AWS and can scale in the cloud to meet the needs of your university. Since content is downloaded to the players and then played locally and not streamed, there is no dip in performance even when network traffic may be quite active.

h. Conversion

As outlined in item F above, we will install our Korbyt Software on the Windows players that will be converted from your previous vendor.

i. Content Management

Korbyt can provide ongoing Content Management consulting services. For most customers, this takes the shape of ongoing trainings for their Communications staff with one of our Korbyt Creative Engineers. These are often several hours a month negotiated after initial deployment.

j. Creative Services

As part of your deployment, Korbyt's Delivery team will develop JMU branded content for your signage players, and basic templates that allow you to meet immediate and ongoing needs. These hours will be scoped into your initial project to ensure you get a great start.

- Describe the support options available through your company including on-going support of the application, including pricing (in Section X Pricing Schedule). Describe what portions of support to be performed by IT, the customer versus the vendor.

Korbyt standard annual maintenance is included with EDU Subscription Package, 8am – 5pm CST. 24x7 support is available at an additional cost.

Technical support will work with the client to diagnose and resolve issues as they arise. An escalation process is in place for more difficult troubleshooting.

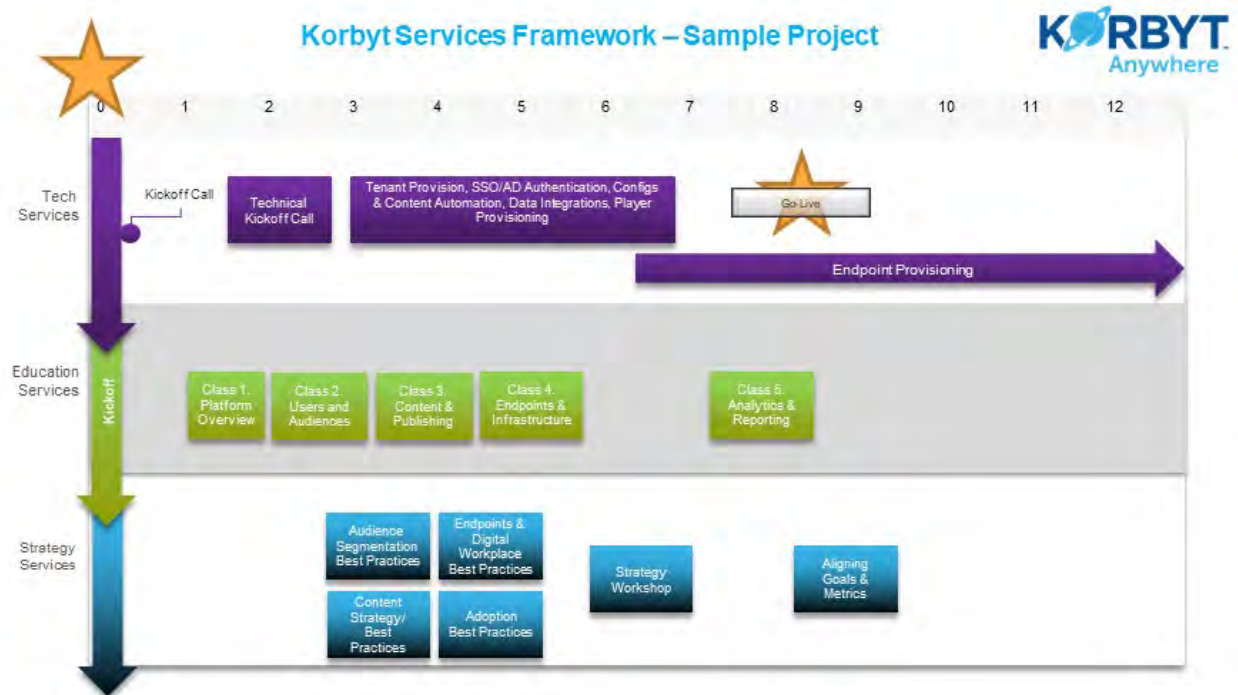
B. General

- Provide evidence of demonstrated experience in the marketplace of more than three years in development and maintenance of digital signage for higher education. Provide names and reference of current clients on Attachment A.

We have provided this information in our executive summary and in [Attachment A](#).

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

Also viewable as [Attachment 3](#).

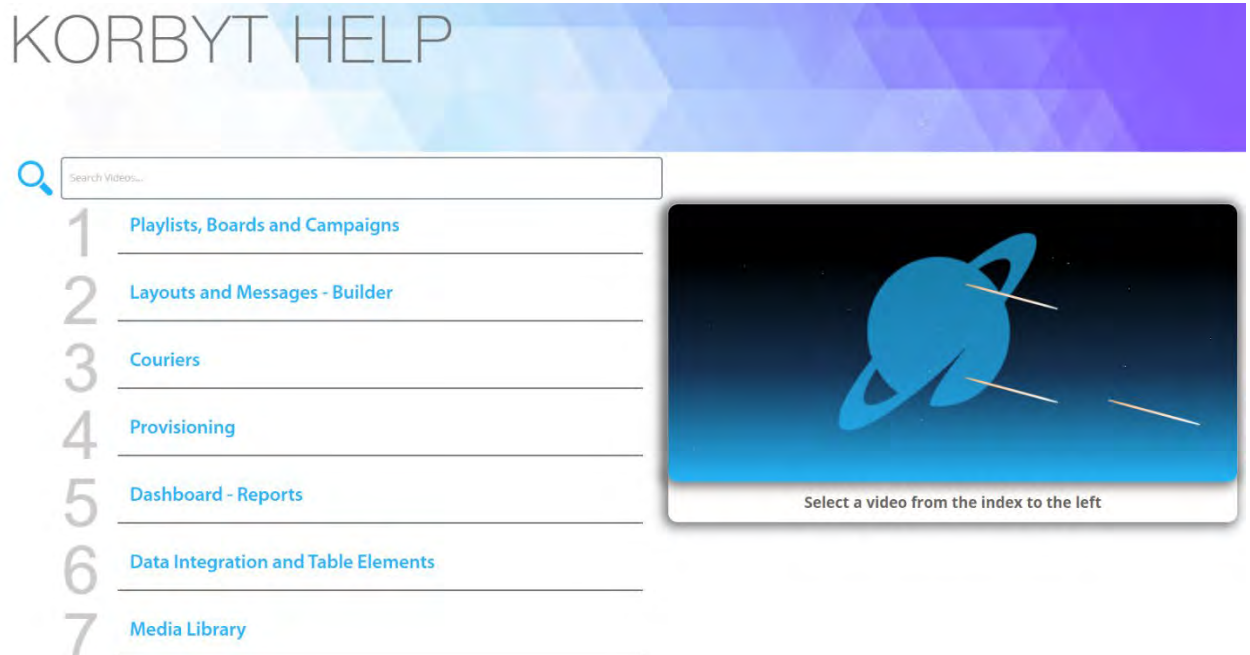
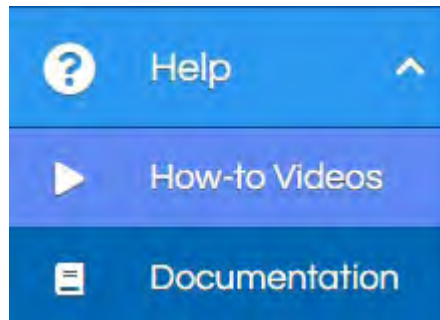


- Describe your approach to test and production environments including licensing requirements and any additional costs.

Test environments are typically reserved for brand new data integrations. Your product tenant will be available to you soon after the deal closure and you are welcome to test as needed. In regard to your EMS data integration, we have utilized this system before and therefore would not be recommending a test environment.

4. Describe the documentation and help systems and how they can be modified.

Help systems and videos can be found inside the platform. Modification needs would need to be further discussed in order to best comprehend your use case.



5. Describe licensing model and pricing (in Section X Pricing Schedule) including, as relevant, breakdowns by modules, user volume, pricing tiers, and/or discounts.

I have included pricing pertinent to this project and scope, as we understand it. I would point out several important factors regarding our pricing that should be meaningful to JMU:

- a. User or contributor licenses – with the Korbyt Cloud pricing model, JMU would receive unlimited user or contributor licenses, allowing for the 90 or more current users of the FWI system to enjoy the Korbyt platform at no additional cost. Additionally, powerful and granular user permissions can be established for each user or group of users.
- b. The player licensing included with this proposal includes our most preferred EDU Pricing Package, based on 200+ licenses.
- c. We have included the adaptor licensing for 3 adaptors, saving JMU significant cost.

- d. Ongoing technical support and software upgrades are included and as a Cloud client, the upgrades happen automatically without any need for additional services or client efforts to complete.

C. Technical

1. Provide an architecture document describing the environment in which your application resides.

Korbyt's platform is hosted by Amazon Web Services (AWS).

Sample architecture - See Attachment 8.

Ports and protocols:

- a. Port 443 Outbound – is required for the players to connect to Korbyt in the cloud.
 - b. Port 443 Inbound – is required for access to the web interface of the players (from customer's internal network only, not inbound from the cloud).
2. Provide an overall compatibility matrix of software required to operate your system. As appropriate, and at a minimum, this should include operating systems, drivers, browsers, JDKs, and compilers.

Korbyt's platform can be accessed via Web browsers such as Google Chrome.

A list of hardware compatibility and feature matrix can be found in Attachment 9:

3. Describe the extent to which the application integrates with JMU's existing systems listed in Section II Background including pricing (in Section X Pricing Schedule), availability of API's, toolkits for creating connectors, available services, etc. Provide a full list of application connectors. Describe any other methods of integration supported.

Existing Templated Integrations - Korbyt supports over 200 different integrations with a wide range of web-based tools. These include YouTube, Zoom, WebEx, PowerBI, and many more for automatic content. The list of templated data connections includes, but are not limited to:

Common Alerting Protocol (CAP), CSV, JSON, RSS, XML, Dynamics365, Office365, SharePoint 365, Remedy, Salesforce, ServiceNow, AWS Connect, Five9, Genesys PureCloud, InContact.

Cloud APIs - Korbyt's Cloud offering is equipped with a set of template adapters that can connect various 3rd party systems via common HTTP methodologies. Details of API integrations vary depending on the requirements of the API itself. There is also a scripting feature of the data integration section. Here, a custom adapter can be built to integrate with other sources. The level of effort varies on API requirements and solution design.

James Madison University's Provided Background and possible future integrations

Hannon Hill Cascade Server Content Management System – Further Discovery is required. If a web-based API or cloud content storage is available, this could be implemented with our system.

EMS Class and Event Management System – Supported and deployed with our other University Clients. - [Included in RFP Pricing.](#)

Oracle/PeopleSoft Campus Solutions - Further discovery is required. If a web-based API is available, this could be implemented with our system.

Active Directory – Azure AD is supported with our system.

Rave Emergency Notification System - Supported and deployed with our other University Clients. - Not Included in RFP Pricing.

[Available Services - Future Development and Integrations](#) - As your needs arise, reach out to us and we are open to additional conversations where we can discuss your data needs and see where any additional integrations may be possible. We have an active and engaged product development team.

D. Maintenance and Support:

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

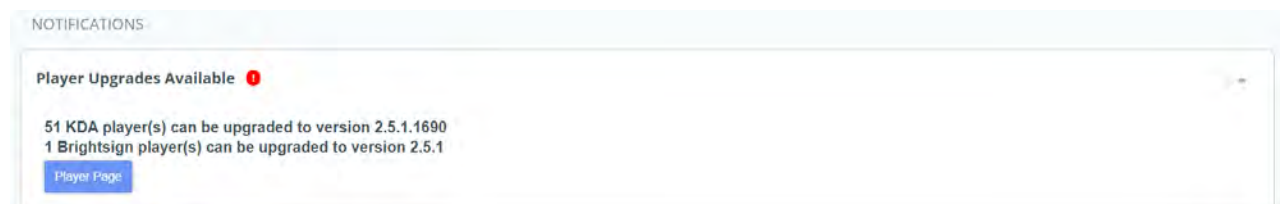
Maintenance Philosophy – We have daily Ops meetings to address customer needs and problems and a dedicated team devoted to hotfixes. These fixes are tested robustly to ensure unintended side effects for customers are prevented.

Frequency – Immediate issues are resolved immediately. Major platform updates/upgrades are developed and deployed every 3 to 6 months. Current Version is 2.5.1. This includes Platform/Server level updates and Player Upgrades.

Approach – Please refer to the Korbyt Security Overview and Change Policy.

Model for obtaining updates – Cloud Server upgrades are provided automatically.

Player upgrades are available and can be scheduled at a time that best fits your needs. Whenever a player upgrade is available, a notification will appear at the top of the CMS and can be clicked to see which players can be upgraded.



[Player Upgrades. More Information.](#)

Each player has a feature dedicated to upgrades under the Actions section:

Actions



With this tool, the user can choose when to upgrade a device. A command will be sent to the player to reach out to the preconfigured location with the upgrade files.

2. Specify if system updates are included in annual license/maintenance costs (including relevant support services to implement).

System updates are included in the annual subscription costs. The updates happen automatically for our hosted clients, no professional services are typically required.

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

Korbyt's technical support team will troubleshoot the issue with you. If a player that is not warranted by Korbyt should fail and you wish to replace it, you are welcome to do so. If you wish to have a dedicated Korbyt Delivery team member provision it and add it to your tenant, then Professional Services hours would be required. However, you will be given training during your initial deployment that will train your technicians how to complete this themselves.

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

Korbyt has a dedicated R&D team within the product organization. It's main purpose is not only to improve system efficiency and design but also to make sure that current and new technologies are being implemented for new and future releases.

5. Describe the procedures followed in distribution of information to James Madison University pertinent to system problems. Describe procedure for handling upgrades. Specify how often upgrades are made to the application software and how "patches" and "fixes" to the systems are handled. Describe if and how your product impacts our ability to apply security updates in a timely manner to underlying or supporting products or technologies.

Please refer to the Korbyt Security Document, Attachment 4.

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

Please review our product roadmap, Attachment 10 for more details. Planned features and enhancements will include:

- a. Enhanced Mobile Experience.
- b. More features for Audience Analytics when utilizing a webcam with your signage.
- c. Continuous development and enhancement of the user interface and features based on client requests.

E. Reporting:

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

Please refer to response A.17 for screenshots above.

Users can work with our Unified Analytics feature of the platform and get reports on content, proof of Play, end points being accessed and system usage including:

- a. Core features including Player Inventory and Tag Usage
- b. Mobile application usage
- c. Platform Activity reports
- d. Proof of Play
- e. Audit Trail
- f. Interactivity Logging

2. Describe any signage touch screen/kiosk use reporting available.

Touch Screen Kiosks use reports are covered under the Proof of Play and Interactivity logging section of the Analytics feature.

3. Describe any ability to query active or expired content (i.e. event signage or templates in use).

The Tag usage feature of the Core Reports can be leveraged to report on active or expired content. The Admin or content contributor can tag each item accordingly and filter reports based on Tag Name.

4. Describe any reporting functionality of real-time (or near real-time) operational status.

Korbyt can work with enhanced Hybrid architectures and leverage system integrations to work with near-real time updates. A common use case for Korbyt is interface to Call Center systems and manufacturing data sources to provide real-time performance metrics. Further discovery would be needed to fully understand the business requirements and available infrastructure, but this is certainly a strength of our platform.

5. Describe all reporting tools supported.

Korbyt's Anywhere platform has an API Services Catalog that allows for third party tools to retrieve information about the platform.

6. Describe reporting output formats available.

All reports can export in .csv format.

7. Describe the specific data of reports that would typically require Information Technology staff support.

All reports within the platform can be generated without the support of Information Technology Staff.

F. Hardware

James Madison University reserves the right to purchase any hardware recommended in a separate procurement (any relevant pricing to be included in Section X Pricing Schedule).

1. Displays

- a. Describe screens/panels which may be integrated in the system including LED, LCD, Plasma etc., sizes available and resolution, and any available for outside use.

Korbyt is hardware agnostic. We support most major display manufacturers today, and are partners with Samsung, LG and NEC. Our players can connect to any display with an HDMI input. We also support System on a Chip (SOC) displays from Samsung and LG.

- b. Describe standard mounting hardware, and options.

Korbyt can use any standard mount manufacturer (Peerless, Chief, etc) for wall mounting, ceiling, pedestal or kiosk style mounting. Our technical team will be pleased to review your situation and display locations to make a recommendation.

- c. Describe touch screen technology available for the system.

Korbyt supports most standard touch screen technologies today (PCAP, Infrared). Each display would have an associated player connected via HDMI for video and a USB connection for communicating touch activities.

One fantastic feature of the Korbyt platform is the ability to include a QR code on the Interactive or NON-interactive screens that students can scan to download a wayfinding map or directly to their phone, in effect downloading and taking an interactive sign to their personal device.

- d. Describe optional products, peripherals and services associated with digital signage systems including associated costs.

Korbyt has the capability to connect to a variety of outside peripherals and development hours can be purchased allow business solution development. These can include card readers, barcode readers, webcams for optics and audience analytics, and more. We are open to additional in order to provide more relevant examples or discuss your specific needs. Pricing can be made available pending scoping.

- e. Describe the warranty period, if applicable.

Korbyt extends the manufacturer warranty to our customers. Some providers offer extended optional coverage that we could discuss with each client to understand the tradeoffs.

2. System Hardware

- a. Describe all the computer hardware specifications necessary for the effective execution and support of the system proposed.

A list of supported hardware devices player endpoints can be found at Attachment 9.

- b. Itemize, including make, model, and specifications, all processing and/or peripheral equipment required for the system:

1. Player hardware configuration.

- a. 64-bit processor
- b. 4 GB of RAM
- c. 128 GB SSD
- d. Video card requirements vary based on content and media usage.

2. Player software.

- a. Windows 10 IOT or Enterprise 64-bit OS
- b. Korbyt Windows Player Software (KWP) - Will be provided during delivery.

3. System utilities.

- a. None needed.

4. Other (itemize).

- c. Describe the warranty period, if applicable.

Player and display hardware include a 1-year manufacturer warranty, an additional 2 years can be added for additional cost.

G. Application Technology

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

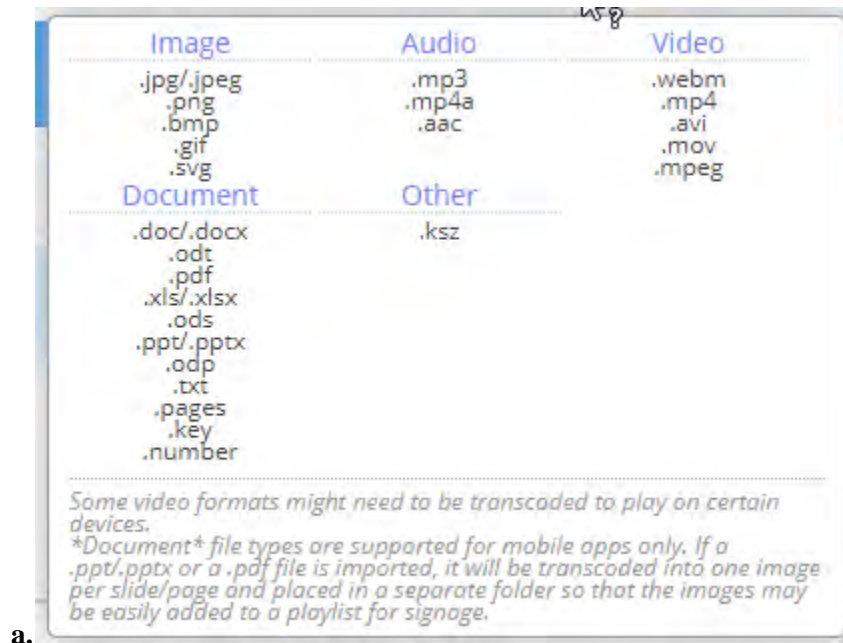
We do not provide the schema for our entire database.

The only data that will be integrated will be from the EMS system. This schema is available upon request.

2. Define the system's version control capabilities.

All content in Korbyt can be cloned or exported at any time. This content can be reimported to revert to a previous state.

- Describe any system limitations for file upload and storage (i.e. file size, type, user storage limits).



As a default, all videos must be under 5mbps in order to ensure player hardware longevity. This can be increased upon request.

Korbyt's Media Library, private cloud storage for each tenant, stores up to 500GB of content.

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

All signage, desktop, mobile, and web content can be customized to meet branding.

The Korbyt CMS cannot be customized.

The Korbyt Mobile App experience can be branded to meet your color and logo needs.

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

Content:



Import:

Korbyt supports a wide range of text file formats that can be parsed and utilized as a data integration for automation. (CSV, JSON, XML, etc.)

This also technically includes all our data integration capabilities as well. We have over 100+ built over 30 years of experience in corporate digital signage. We are continuing to develop and increase this number.

Export:

Designed content in Korbyt can be exported and stored as .zip files.
Reports and data can be exported as .csv files.

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

Korbyt's management CMS can be accessed from any device via Korbyt.com.

Korbyt is developed and tested for Chrome use. Other browsers can work, but they are not as actively tested and minor features may not be available.

Korbyt's Content can also be delivered via URL which can be accessed from any device with a browser and internet connection.

H. Implementation, Timeline, Training

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

Please reference Project Tracker Attachment 5, Project Framework Attachment 3 and Draft SOW Attachment 7.

2. Describe all university personnel resources required for implementation.
 - a. JMU Project Manager – Serve as primary contact within JMU.

- b. Network Team Resource – Ensure ports are open for network connectivity to Korbyt.com.
 - c. Communications Team Leadership – Ensure deployment and structure is built to meet business needs from the beginning. (Departmental content, Building Specific, Campus-wide messaging, etc.)
 - d. End-user representatives – these will be the users that will be trained to use the platform for daily operations.
3. Describe any hardware required for implementation (in Section X Pricing Schedule).
 - a. The only hardware required will be the ELO AIO 10.1” Meeting Room screens.
 - b. Our cloud offering removes the need for any server hardware in your environment.
 4. Describe data migration options available and any potential items not covered under implementation with rates detailed in Section X Pricing Schedule.

Korbyt has included the integration to the EMS system for room and event scheduling. Korbyt has available 100+ standard integrations and many others thru API configuration. Additional integrations would need to be scope more completely and priced accordingly, at the preferred PS rates described in Section X.

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.
 - a. Training is delivered in alignment with your deployment. Often this begins early and finishes prior to your “go-live” date.
 - b. All trainings are Remote unless otherwise negotiated.
 - c. Training videos are available for free in our platform.
 - d. See response C.4 above.
 - e. Korbyt regularly hosts free webinars as new features are released.
 - f. Our standard training package includes 4 hours of training. Typically, this is divided into 2 hours for Administrative Users (technical staff) and 2 hours for Content Users (end-users). Clients will often record these sessions to use internally to train new hires.
 - g. Additional packages of hours can be purchased as need and divided as desired.
 - h. In order to best meet your training needs, additional discovery would be needed.

I. Documentation

1. Provide a list of documentation provided with the product and format provided.
Product documentation can be found here: <https://kb.korbyt.com/knowledge-base/>
2. Clarify if documentation available to university ends users has any potential restrictions on university web publication.

No restrictions.

J. Security

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

There are multiple ways to approach user management and access control with Korbyt's platform.

- a. We can integrate with Azure Active Directory and various Identity Providers. This helps deliver an experience that aligns with the organization's existing user provision process. User Groups can be selected from Azure AD and then given Korbyt Account Roles.
- b. Manual Admin User creation is possible in the platform and can given Roles.

User Roles Breakdown – See Attachment 6 “User Permissions for Korbyt.pdf”

- c. Additionally, admin users can also be placed into Korbyt User Groups which can be used to lock down anything in the platform. Including, but not limited to, Media Library Folders, Specific content areas on a layout for multiple screens, Player management for administrative action or content distribution.
2. Describe how users and processes are authenticated before gaining access to data and services. Include authentication between components and between the product and external services. Describe your support for the following:

Users can be authenticated via the customer's Identity Provider, Azure Active Directory or via the Korbyt Anywhere platform. We can enhance this experience by providing role-based access configuration for each user within the platform.

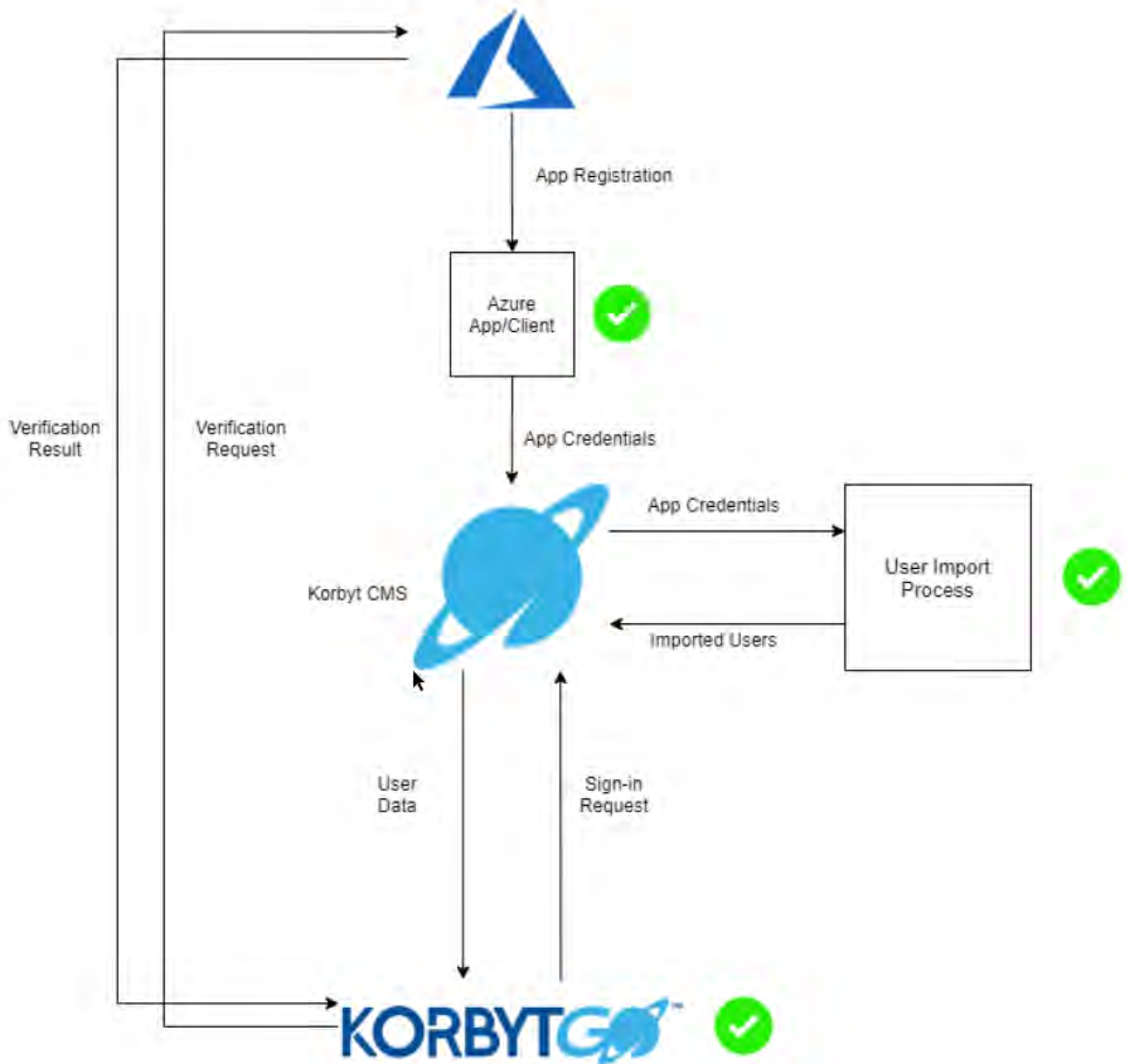
Process' and services are all designed with security first in mind. The platform offers flexibility when it comes to adopting various authentication models from external data sources such as API's and common workplace tools such as SharePoint.

- a. Shibboleth 2 - Not Supported.
 - b. SAML – SAML 2.0 is supported for integrations with customer's Identity Providers.
 - c. Other federated systems – Not Supported.
 - d. Any two-factor authentication system – This can be managed from the customer's Identity Provider.
 - e. Certificate-based authentication – servers for on premise data can be configured with certificate-based authentication when required.
 - f. Other – Korbyt's recommended approach for user authentication is an OAuth 2.0 flow that is initiated by the Identity Provider.
3. Describe vendor membership to the InCommon Federation. If existing membership does not exist, explain future plans, if any, to become a member

While Korbyt is not a member of the InCommon Federation, we can meet all the technology needs outlined by its members including SAML SSO and OAuth 2.0. A timeline for membership has not been established at this time.

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

See flow diagram below for Azure AD. Full details can be found in the attachment “Azure AD User Management in Korbyt.pdf”



5. If SSO is not available per L.2., describe application's password management.
 SSO is available.

6. Describe the application security features for data and for the system. Describe all row level security options as well as any field level encryption availability.

- AES Encryption is utilized.
- Row level encryption is not available.
- Field level is available for Data integrations and can be selectively encrypted by administrative users of the Korbyt platform.

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

Attached as JMU Attachment F.

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 one (1) 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 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 from this redacted copy.

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

2. The version of the solicitation issued by JMU Procurement Services, as amended by an 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’s proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option

of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and **resumes of specific personnel** to be assigned to perform the work.

Korbyt expertise and qualifications have been outlined in the offeror data sheet, inside the executive summary and throughout the RFP response. We are not able to provide resumes of specific personnel that will be involved in the project, as we do not know that at this time. We have many such personnel that get assigned by project complexity and workloads, it would be very difficult to forecast who would be involved as we do not have a time frame established yet for this project. We can certainly make that available at that time.

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.

Korbyt has not completed any business with any of the VASCUPP members within the past 12 months.

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*

2. To Subcontractors:
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the dispute's 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 own Insurance cert agreed 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:

Korbyt is registered on eVA as RMG Enterprise Solutions Inc, our official legal entity name. Korbyt is a rebranded dba name.

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:
- D. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From	RMG /Korbyt	March 16 2021	2pm EST
:			
	Name of Offeror	Due Date	Time
	James Madison University, Procurement Services MSC 5720 752 Ott Street, Wine Price Building, First Floor, Suite 1023		RFP# CMJ-1076
	Street or Box No.	RFP #	
	Harrisonburg, VA 22807	Digital Signage System	
	City, State, Zip Code	RFP Title	
Name of Purchasing Officer: Colleen Johnson, Buyer Specialist, Procurement Services, johns9cm@jmu.edu ; 540-568-3137			

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.

- E. **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.

- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.

- K. 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.
- L. 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.

- M. 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.**
- N. 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.
- O. 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.
- P. 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.

- Q. 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.
- R. 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.
- S. 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.
- T. 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).
- U. 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.

- V. 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.
- W. 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.
- X. 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.
- Y. 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.
- 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 based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. 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 (see Section VIII.K. *Cooperative Purchasing/Use of Agreement by Third Parties*).

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

Please see Korbyt Pricing Table below for detailed pricing and fees.

- 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.

EDU Pricing Package, \$40K/year includes 200 players, 3 adaptors, and unlimited contributor licenses. This fully hosted model also includes related hosting infrastructure and hosting fees.

- B. Implementation Services (include remote and on premises rates, price any on premises rates to be inclusive of travel costs)

All rates are for remote implementation pending further discovery. Professional Services rate is \$165/hour, a 26% savings from list of \$225.

Please reference the SOW draft as Attachment 7.

- a. Breakdown of personnel types days/hours

Korbyt Personnel will be from our delivery team. Their hours will be provided after additional scoping. Initial draft hours for quoting purposes have been provided.

b. Data migration

Korbyt will build the connection to the EMS from the FWI instance. Korbyt will provide training for video and image imports into Korbyt's Media Library. FWI layouts cannot be exported and imported.

C. Customization and Configuration Cost

We have included 32 hours for creative and template customization and specific hours to configure the 16 meeting room signs. We also factored in the configuration of 10 of the FWI players, teaching JMU staff to configure the remaining players. JMU would be responsible for wiping the FWI players of their software.

D. Ongoing Maintenance and Support

Ongoing maintenance and support are included with the EDU Subscription Package.

E. Hardware

We have determined that we can leverage the existing FWI players (assumes OS LTSC is v.1067 or v.1809). We have scoped 16 ELO AIO displays for the meeting room sign replacement. They are commercial devices that will provide great reliability.

F. Integrations and/or Third-Party Products

The Korbyt Package includes 3 adaptors to support your integration needs. We have included the hours to implement the EMS Class integration.

G. Initial and Ongoing Training (include remote and on premises rates, price any on premises rates to be inclusive of travel costs)

We have included 4 hours of training, 2 hours for Administrative Users (technical staff) and 2 hours for Content Users (end-users).

See Section IV.I.5 for more details on extended training options..

H. Services (include remote and on premises rates, price any on premises rates to be inclusive of travel costs)

We have proposed all remote hours as has been typical and very successful given the past year and Covid. On-site hours are possible if needed.

I. All Other Cost (including optional costs)

Korbyt Pricing Table			
Description	Quantity	Price	Extended Price
Annual On-Going Costs			
Korbyt EDU Subscription Package (Annual)	1	\$40,000	\$40,000
Includes:			
200 Korbyt Player Subscriptions	200	Included	
Korbyt User/Contributor Licenses	Unlimited	Included	
Korbyt Adaptors - 3 included (EMS, etc)	3	Included	
On-going maintenance, support and upgrades	1	Included	
Korbyt EDU Player Subscription - Add-on (Annual)	0	\$200	\$0
Total Annual On-Going Costs			\$40,000
One-Time Costs			
Hardware			
ELO I-series 2.0 Standard Android 10.1 Inch (POE & WIFI)	16	\$796	\$12,736
For Meeting Room Signs.			
Professional Services			
Professional Services Remote	75	\$165	\$12,375
Creative Services	32	\$165	\$5,280
Introductory Training	1	\$1,200	\$1,200
Total One-Time Costs			\$31,591
Total First Year Costs			\$71,591
Optional Costs			
Korbyt Sonar - Push to web URL/embed code (Annual)	1	\$7,500	\$7,500
Korbyt Virgo media player	1	\$525	\$525

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. JMU ATTACHMENTS

Attachment A: Offeror Data Sheet

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

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 30 Months 7

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
University of Kentucky	3+ years	Lexington KY	Heath Price – 225-341-2525
Radford University	8+ years	Radford, VA	Scott Shull – 540-831-5226
University of California	4+ years	Oakland CA	Randy Kemis – 510-587-6300
Kennedy Space Center	5+ years	Cape Canaveral, FL	Therrin Protze – 321-449-4220
United States Postal Service	8+ years	Washington DC	Sidney Walker – 202-268-8002

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

Tim Detota

15770 North Dallas Parkway, Suite 1100, Dallas, TX 75248

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

[] YES [X] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: RMG / Korbyt **Preparer Name:** Tim Detota

Date: _____

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: _____

Date Form Completed: _____

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

Offeror / Proposer:

RMG / Korbyt

Dallas, TX

Tim Detota / 585-398-7367

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)
Korbyt will not be using sub-contractors for this project.					

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT F

Due to the size of the HECVAT Document we will email the file to Colleen Johnson in procurement at <http://www.jmu.edu/procurement/>.

It will also be available on the thumb drive with all of the RFP response documents.

Redacted:
Attachment
F – HECVAT
Document

XII. KORBYT ATTACHMENTS

Korbyt has referenced several attachments in our response, they will follow in the order listed here:

Attachment 1 WCAG

Attachment 2 VPAT

Attachment 3 Project Framework

Attachment 4 Security Document

Attachment 5 Project Tracker Sample

Attachment 6 User Permissions Documented

Attachment 7 Draft Statement of Work (SOW)

Attachment 9 Feature Matrix

Attachment 10 Product Roadmap

Korbyt Attachment 1 – WCAG Report

This document is available in the thumb drive for review, and has been incorporated into the VPAT document, Attachment 2.

Korbyt Anywhere Accessibility Conformance Report

WCAG Edition

(Based on VPAT[®] Version 2.4)

Product name / version:

Korbyt Anywhere CMS platform version 2.4.7

Report Date:

10/02/2020

Product Description:

Korbyt Anywhere is a workplace experience platform. The platform enables companies to reach targeted audiences to deliver relevant content, data and information, or enable easy access to the systems and resources on any screen, anywhere.

Contact Information:

Phone: +1 972 744 3836

Email: joe.manthey@korbyt.com

Notes:

Overall, the majority of the reviewed Korbyt web pages pass the WCAG recommendations. Most guidelines such as labeling, contrast, content flow, and other items are adhered to as a matter of course. The only page that failed significantly in compliance is the layout builder page, but this is due to its design as a WYSIWYG editor for display of content on televisions, phones, and other digital devices. Adding increased WCAG compliance would have a disproportionately negative impact on the usability and functionality of the page without any significant accessibility benefits.

Sample of audited web pages

- public display site <https://korbyt.com>
- login page <https://korbyt.com/login>
- dashboard <https://cassini.korbyt.com/home>
- layouts page <https://cassini.korbyt.com/layouts>
- layout builder <https://cassini.korbyt.com/layouts/536/edit>
- apps <https://cassini.korbyt.com/apps>

Evaluation Methods Used:

Korbyt Anywhere was evaluated using Chrome on a Windows 10 desktop computer and the following evaluation tool from w3.org:

- <https://www.w3.org/WAI/eval/report-tool/#/>

“Voluntary Product Accessibility Template” and “VPAT” are registered service marks of the Information Technology Industry Council (ITI)

Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes) Level AA (Yes) Level AAA (No)
Web Content Accessibility Guidelines 2.1	Level A (Yes) Level AA (Yes) Level AAA (No)

Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

WCAG 2.1 Report

Note: When reporting on conformance with the WCAG 2.1 Success Criteria, the criteria are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.1 Conformance Requirements](#).

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Partially Supports	The site provides sufficient text alternatives for most instances of non-text content. Exceptions include: <ul style="list-style-type: none"> • https://cassini.korbyt.com/home • https://cassini.korbyt.com/layouts • https://cassini.korbyt.com/layouts/536/edit
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Not Applicable	The site does not contain prerecorded audio-only or video-only media.
1.2.2 Captions (Prerecorded) (Level A)	Not Applicable	The site does not contain prerecorded synchronized media.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Not Applicable	The site does not contain prerecorded video content that would require audio description or a media alternative.
1.3.1 Info and Relationships (Level A)	Partially Supports	Most visual structure and relationship information is provided through object information or is available in text. Exceptions include: <ul style="list-style-type: none"> • https://cassini.korbyt.com/home • https://cassini.korbyt.com/layouts/536/edit

Criteria	Conformance Level	Remarks and Explanations
1.3.2 Meaningful Sequence (Level A)	Partially Supports	<p>Meaningful sequence is present in all the sites tested minus:</p> <ul style="list-style-type: none"> • https://cassini.korbyt.com/layouts/536/edit <p>This is due to its design as a WYSIWYG editor for display of content on televisions, phones, and other digital devices. Adding increased WCAG compliance would have a disproportionately negative impact on the usability and functionality of the page without any significant accessibility benefits.</p>
1.3.3 Sensory Characteristics (Level A)	Partially Supports	<p>Sensory characteristics are present in all the sites tested minus:</p> <ul style="list-style-type: none"> • https://cassini.korbyt.com/layouts/536/edit <p>This is due to its design as a WYSIWYG editor for display of content on televisions, phones, and other digital devices. Adding increased WCAG compliance would have a disproportionately negative impact on the usability and functionality of the page without any significant accessibility benefits.</p>
1.4.1 Use of Color (Level A)	Partially Supports	<p>Use of color is present in all the sites tested minus:</p> <ul style="list-style-type: none"> • https://cassini.korbyt.com/layouts/536/edit <p>This is due to its design as a WYSIWYG editor for display of content on televisions, phones, and other digital devices. Adding increased WCAG compliance would have a disproportionately negative impact on the usability and functionality of the page without any significant accessibility benefits.</p>

1.4.2 Audio Control (Level A)	Supports	This feature is supported for all the sites included in the test.
2.1.1 Keyboard (Level A)	Partially Supports	<p>Most site functionality can be accessed and operated using a keyboard minus:</p> <ul style="list-style-type: none"> • https://cassini.korbyt.com/layouts/536/edit <p>This is due to its design as a WYSIWYG editor for display of content on televisions, phones, and other digital devices. Adding increased WCAG compliance would have a disproportionately negative impact on the usability and functionality of the page without any significant accessibility benefits.</p>
2.1.2 No Keyboard Trap (Level A)	Partially Supports	<p>Most site functionality can be accessed and operated using a keyboard minus:</p> <ul style="list-style-type: none"> • https://cassini.korbyt.com/layouts/536/edit <p>This is due to its design as a WYSIWYG editor for display of content on televisions, phones, and other digital devices. Adding increased WCAG compliance would have a disproportionately negative impact on the usability and functionality of the page without any significant accessibility benefits.</p>
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Does Not Support	The site does not provide character key shortcuts.
2.2.1 Timing Adjustable (Level A)	Supports	This feature is supported for all the sites included in the test.
2.2.2 Pause, Stop, Hide (Level A)	Supports	This feature is supported for all the sites included in the test.
2.3.1 Three Flashes or Below Threshold (Level A)	Supports	This feature is supported for all the sites included in the test.
2.4.1 Bypass Blocks (Level A)		This feature is supported for all the sites included in the test.

	Supports	
2.4.2 Page Titled (Level A)	Partially Supports	<p>Most of the sites contain page titles with the exception of:</p> <ul style="list-style-type: none"> • https://cassini.korbyt.com/home • https://cassini.korbyt.com/layouts • https://cassini.korbyt.com/apps
2.4.3 Focus Order (Level A)	Partially Supports	<p>Mos of the sites be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability. Except for:</p> <ul style="list-style-type: none"> • https://cassini.korbyt.com/layouts/536/edit <p>This is due to its design as a WYSIWYG editor for display of content on televisions, phones, and other digital devices. Adding increased WCAG compliance would have a disproportionately negative impact on the usability and functionality of the page without any significant accessibility benefits.</p>
2.4.4 Link Purpose (In Context) (Level A)	Partially Supports	<p>All the sites support link purpose except for:</p> <ul style="list-style-type: none"> • https://cassini.korbyt.com/layouts/536/edit <p>This is due to its design as a WYSIWYG editor for display of content on televisions, phones, and other digital devices. Adding increased WCAG compliance would have a disproportionately negative impact on the usability and functionality of the page without any significant accessibility benefits.</p>
2.5.1 Pointer Gestures (Level A 2.1 only)	Supports	<p>This feature is supported for all the sites included in the test.</p>

2.5.2 Pointer Cancellation (Level A 2.1 only)	Supports	This feature is supported for all the sites included in the test.
Criteria	Conformance Level	Remarks and Explanations
2.5.3 Label in Name (Level A 2.1 only)	Partially Supports	<p>This is applicable to all the sites tested. Except for:</p> <ul style="list-style-type: none"> • https://cassini.korbyt.com/layouts/536/edit <p>This is due to its design as a WYSIWYG editor for display of content on televisions, phones, and other digital devices. Adding increased WCAG compliance would have a disproportionately negative impact on the usability and functionality of the page without any significant accessibility benefits.</p>
2.5.4 Motion Actuation (Level A 2.1 only)	Does Not Support	The site does not have functionality operated by device motion or user motion
3.1.1 Language of Page (Level A)	Supports	This feature is supported for all the sites included in the test.
3.2.1 On Focus (Level A)	Supports	This feature is supported for all the sites included in the test.
3.2.2 On Input (Level A)	Partially Supports	<p>This is applicable to all the sites tested. Except for:</p> <ul style="list-style-type: none"> • https://cassini.korbyt.com/layouts • https://cassini.korbyt.com/layouts/536/edit • https://cassini.korbyt.com/apps
3.3.1 Error Identification (Level A)	Partially Supports	<p>Error Identification is supported for all sites minus:</p> <ul style="list-style-type: none"> • https://cassini.korbyt.com/layouts/536/edit

		This is due to its design as a WYSIWYG editor for display of content on televisions, phones, and other digital devices. Adding increased WCAG compliance would have a disproportionately negative impact on the usability and functionality of the page without any significant accessibility benefits.
3.3.2 Labels or Instructions (Level A)	Supports	This feature is supported for all the sites included in the test.
4.1.1 Parsing (Level A)	Partially Supports	Parsing is supported in all tested sites. Except for: <ul style="list-style-type: none"> https://cassini.korbyt.com/apps
4.1.2 Name, Role, Value (Level A)	Partially Supports	This is supported for all sites minus: <ul style="list-style-type: none"> https://cassini.korbyt.com/layouts/536/edit <p>This is due to its design as a WYSIWYG editor for display of content on televisions, phones, and other digital devices. Adding increased WCAG compliance would have a disproportionately negative impact on the usability and functionality of the page without any significant accessibility benefits.</p>

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Not Applicable	The site does not contain live synchronized media.
1.2.5 Audio Description (Prerecorded) (Level AA)	Not Applicable	The site does not contain prerecorded video content that would require audio description.
1.3.4 Orientation (Level AA 2.1 only)	Supports	This feature is supported for all the sites included in the test.

1.3.5 Identify Input Purpose (Level AA 2.1 only)	Partially Supports	<p>This is supported for all sites minus:</p> <ul style="list-style-type: none"> • https://cassini.korbyt.com/layouts/536/edit <p>This is due to its design as a WYSIWYG editor for display of content on televisions, phones, and other digital devices. Adding increased WCAG compliance would have a disproportionately negative impact on the usability and functionality of the page without any significant accessibility benefits.</p>
1.4.3 Contrast (Minimum) (Level AA)	Supports	This feature is supported for all the sites included in the test.
1.4.4 Resize text (Level AA)	Supports	This feature is supported for all the sites included in the test.
1.4.5 Images of Text (Level AA)	Supports	This feature is supported for all the sites included in the test.
1.4.10 Reflow (Level AA 2.1 only)	Supports	This feature is supported for all the sites included in the test.
1.4.11 Non-text Contrast (Level AA 2.1 only)		

	Supports	This feature is supported for all the sites included in the test.
Criteria	Conformance Level	Remarks and Explanations
1.4.12 Text Spacing (Level AA 2.1 only)	Partially Supports	<p>This is supported in all sites minus:</p> <ul style="list-style-type: none"> • https://korbyt.com - some items contain overlapping text • https://cassini.korbyt.com/home - quick look widgets can have data pushed off the bottom of the screen
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Partially Supports	<p>This is supported in all sites minus:</p> <ul style="list-style-type: none"> • https://cassini.korbyt.com/layouts - hovering cards show details that obscures the screenshot • https://cassini.korbyt.com/layouts/536/edit - sparse mode and other tooltips cover other content
2.4.5 Multiple Ways (Level AA)	Partially Supports	<p>This is only supported for the following site:</p> <ul style="list-style-type: none"> • https://korbyt.com/login
2.4.6 Headings and Labels (Level AA)	Supports	This feature is supported for all the sites included in the test.
2.4.7 Focus Visible (Level AA)	Partially Supports	This is supported in all sites minus:

		<ul style="list-style-type: none"> • https://cassini.korbyt.com/home • https://cassini.korbyt.com/layouts • https://cassini.korbyt.com/layouts/536/edit
3.1.2 Language of Parts (Level AA)	Supports	This feature is supported for all the sites included in the test.
3.2.3 Consistent Navigation (Level AA)	Supports	This feature is supported for all the sites included in the test.
3.2.4 Consistent Identification (Level AA)	Supports	This feature is supported for all the sites included in the test.
3.3.3 Error Suggestion (Level AA)	Partially Supports	<p>This is supported for all sites minus:</p> <ul style="list-style-type: none"> • https://cassini.korbyt.com/layouts/536/edit <p>This is due to its design as a WYSIWYG editor for display of content on televisions, phones, and other digital devices. Adding increased WCAG compliance would have a disproportionately negative impact on the usability and functionality of the page without any significant accessibility benefits.</p>
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Supports	This feature is supported for all the sites included in the test.
4.1.3 Status Messages (Level AA 2.1 only)	Partially Supports	<p>This is supported for all sites minus:</p> <ul style="list-style-type: none"> • https://cassini.korbyt.com/layouts/536/edit <p>This is due to its design as a WYSIWYG editor for display of content on televisions, phones, and other digital devices. Adding increased WCAG compliance would have a</p>

		disproportionately negative impact on the usability and functionality of the page without any significant accessibility benefits.
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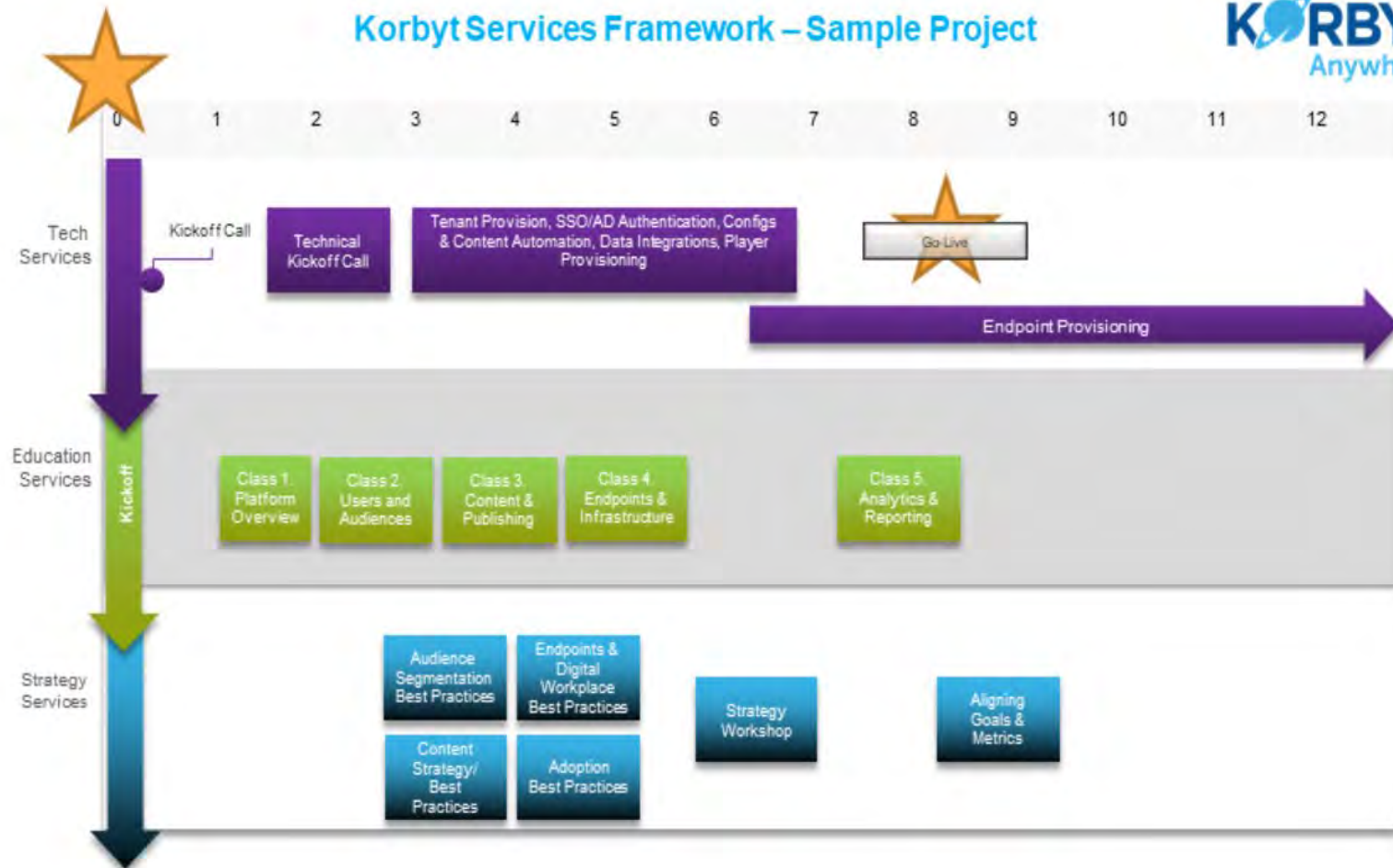
Table 3: Success Criteria, Level AAA

Notes: Not applicable. The Recipe Dashboard site was not evaluated for WCAG 2.1 Level AAA conformance.

Legal Disclaimer (Korbyt Anywhere)

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Korbyt Services Framework – Sample Project



Redacted:
Attachment
4 – RMG and
Korbyt
Security
Overview



Milestone Tracker

PROJECT NAME: SAMPLE PROJECT TRACKER WORKBOOK

PROJECT START DATE: 1/29/2021

PROJECT END DATE: 3/29/2021

SOP: UPDATED: BILLABLE HRS:

Instructions:

- 1) Update cell E3 with Project Name (this will automatically populate the "project name" in the Gantt Chart)
- 2) Update cell G5 & G6 with Project Start/End Dates (this will automatically populate the "project life - start date/end dates" in the Gantt Chart)
- 3) Update Lines 12 - 35 with actual "Project Milestones"; Use drop down lists to select "status" and "assigned to" for each task
- 2) Edit Cols. E-H with correct dates/hours/used hours, for each milestone; (Lines 12-35 (on "Project Tracker tab) will automatically update Gantt Chart on Tab 2 up to line 31 in Gantt)
- 3) If you need to add additional milestones, add additional lines above line 36 on the "Project Tracker" sheet, then add additional lines above line 32 in the "Gantt Chart". You will then need to link the data in the Gantt chart (cols. B, C, D, H), back to the

Milestone	Status	Assigned To	Estimated Start	Estimated Finish	Allocated Hours	Used Hours	Actual Start	Actual Finish	Flag	Actual Work %
0 - Project Kickoff Initiation	Not Started		1/29/2021	1/30/2021	1	1.00				100%
1 - Creative Services			2/1/2021	2/14/2021	2	0.50				25%
2 - Device Provisioning			2/5/2021	2/8/2021	5	2.00				40%
3 - Server Installation			2/5/2021	2/10/2021	1	0.50				50%
4 - Data Integrations			2/8/2021	2/10/2021	2	1.00				50%

Milestone	Status	Assigned To	Estimated Start	Estimated Finish	Allocated Hours	Used Hours	Actual Start	Actual Finish	Flag	Actual Work %
5 - Application Integrations			3/1/2021	3/29/2021	1	1.00				100%
6 - Admin User Training			2/1/2021	2/12/2021	1	0.50				50%
7 - UAT			2/1/2021	2/13/2021	3	0.50				17%
8 - Go Live/Project Close			3/1/2021	3/6/2021	2	2.00				100%
9 - Misc 1			3/3/2021	3/7/2021	3	1.00				33%
10 - Misc 2			3/7/2021	3/12/2021	1	0.25				25%
11 - Misc 3			3/13/2021	3/19/2021	1	0.50				50%
12 - Misc 4			3/14/2021	3/22/2021	5	4.00				80%
13 - Misc 5			3/15/2021	3/26/2021	1	0.50				50%
14 - Misc 6			3/16/2021	3/26/2021	1	1.00				100%
15 - Misc 7			3/18/2021	3/22/2021	1	0.00				0%
16 - Misc 8			3/22/2021	3/29/2021	1	0.00				0%
17 - Misc 9			3/23/2021	3/29/2021	1	0.50				50%
18 - Misc 10			3/24/2021	3/29/2021	1	0.25				25%
19 - Misc 11			3/25/2021	3/29/2021	1	1.00				100%
20 - Misc 12			3/26/2021	3/29/2021	1	0.00				0%

Milestone	Status	Assigned To	Estimated Start	Estimated Finish	Allocated Hours	Used Hours	Actual Start	Actual Finish	Flag	Actual Work %
21 - Misc 13			3/27/2021	3/29/2021	5	2.00				40%
22 - Misc 14			3/28/2021	3/29/2021	1	0.50				50%
23 - Misc 15			3/28/2021	3/29/2021	1	1.00				100%
		Total Hours			42	21				49%

User Permissions Matrix

Azure AD

- Add/Save
- Delete
- Edit/Save
- List
- Search

COURIERS

- Add/Save
- Delete
- Edit/Save
- List

HOME/DASHBOARDS

- View

CUSTOM SCRIPTS (Data Integration)

- Add/Save
- Delete
- Edit/Save
- Activate/Inactivate
- List
- Preview
 - View Status Details
- Search

TEMPLATE SCRIPTS (Data Integration)

- Add/Save
- Delete
- Edit/Save
- Activate/Inactivate
- List
- Preview
- View Status Details

Tenant Administrator
Digital Signage

Administrator
Digital Signage

Approver
Digital Signage

Content Author
Digital Signage

Read Only
Digital Signage

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• Search	✓	✓	✓	✓	✓
MEDIA LIBRARY					
• Add Permissions	✓	✓			
• Add/Move/Copy	✓	✓	✓	✓	
• Delete	✓	✓	✓		
• Bulk Delete	✓	✓			
• Edit/Crop/Apply Filter	✓	✓	✓	✓	
• List	✓	✓	✓	✓	✓
• View Media Detail	✓	✓	✓	✓	
• Edit Media Detail	✓	✓	✓	✓	
• Transcoding	✓	✓	✓	✓	
• Search	✓	✓	✓	✓	✓
REPORTS					
• List	✓	✓	✓	✓	✓
• View Details	✓	✓	✓	✓	✓
SETTINGS					
• Edit/Save	✓	✓			
SERVER UPGRADES (onPrem and Hybrid Only)					
• Edit/Save	✓	✓			
• View Details	✓	✓			
SYSTEM USERS					
• Add/Save	✓	✓			
• Delete	✓	✓			
• Edit/Save	✓	✓			
• List	✓	✓			
• Search	✓	✓			
URGENT ALERTS					
• List	✓	✓	✓	✓	✓
• Search	✓	✓	✓	✓	✓
• View Details	✓	✓	✓	✓	✓
• Add/Save	✓	✓	✓	✓	
• Edit/Save	✓	✓	✓	✓	

• Activate/Inactivate	✓	✓			
• Delete	✓	✓			
DIGITAL SIGNAGE					
PLAYER GROUPS					
• Add/Save	✓	✓			
• Delete	✓	✓			
• Edit/Save	✓	✓			
• List	✓	✓	✓	✓	✓
• Search	✓	✓	✓	✓	✓
LAYOUTS					
• Publish	✓	✓	✓		
• Add/Save	✓	✓	✓	✓	
• Delete	✓	✓			
• Edit/Save	✓	✓	✓	✓	
• Edit Metadata	✓	✓	✓	✓	
• View Metadata	✓	✓	✓	✓	
• List	✓	✓	✓	✓	✓
• Preview	✓	✓	✓	✓	✓
• Search	✓	✓	✓	✓	✓
• Clone	✓	✓	✓	✓	
• Import/Export	✓	✓			
PLAYERS					
• Add/Provision	✓	✓			
• Delete	✓	✓			
• Edit/Save	✓	✓			
• List	✓	✓	✓	✓	✓
• Search	✓	✓	✓	✓	✓
PLAYLISTS					
• Add/Save	✓	✓	✓		
• Delete	✓	✓			
• Edit/Save	✓	✓	✓		
• Edit Metadata	✓	✓	✓		

• List	✓	✓	✓	✓	✓
• Search	✓	✓	✓	✓	✓
• Preview	✓	✓	✓	✓	✓
SCRIPTLETS					
• Add/Save	✓	✓			
• Delete	✓	✓			
• Edit/Save	✓	✓			
• List	✓	✓	✓	✓	✓
• Search	✓	✓	✓	✓	✓
BOARD TEMPLATES					
• Add/Save	✓				
• Delete	✓				
• Edit/Save	✓				
• Edit Metadata	✓				
• View Metadata	✓				
• List	✓				
• Preview	✓				
• Search	✓				
BOARDS					
• Publish	✓	✓	✓		
• Add/Save	✓	✓	✓		
• Delete	✓	✓			
• Edit/Save	✓	✓	✓		
• Edit Metadata	✓	✓	✓		
• View Metadata	✓	✓	✓		
• List	✓	✓	✓		
• Preview	✓	✓	✓		
• Search	✓	✓	✓		
USER GROUPS					
• Add/Save	✓				
• Delete	✓				
• Edit/Save	✓	✓			

- List
- Search

NOTES

✓	✓	✓	✓	✓
✓	✓	✓	✓	✓



DRAFT Statement of Work

Prepared for
James Madison University

Project Name
RFP Effort

Statement of Confidentiality

The information in this document is privileged & confidential to Korbyt. It is intended solely for the use of authorized recipients. If you are not the intended recipient, or the intended recipient's agent, you are prohibited from reading, using, disseminating, distributing and/or copying this document. The information in this document shall not be duplicated, used or disclosed in whole or in part for any purpose other than intended.

Scope of Work No. JMU Draft

This Scope of Work ("SOW"), dated 2/18/2021 8:51 AM ("Effective Date"), describes the "Services" that RMG Enterprise Solutions, Inc. d/b/a Korbyt ("Korbyt") will provide to JMU ("Customer"). This SOW is governed by terms and conditions of the Solution Statement # Q-xxxx-x, and the master agreement, and/or any other governing standard terms and conditions referenced therein (collectively, the "Agreement").

EXECUTIVE SUMMARY

Situation

James Madison University is seeking to re-imagine how they distribute, manage, and optimize digital media across the University. With a multitude of use cases and requirements, James Madison University needs an extensible platform and partner to improve communications. With this foundation, James Madison University desires a strategic partner to create a unified digital signage network as a key step in building a fully managed, end-to-end solution on a single platform.

Korbyt Positioning

Korbyt's enterprise digital signage platform is ideally positioned to address James Madison University's immediate and long-term needs. Korbyt supports thousands of digital signage endpoints globally for the top retail, financial institutions and many other customer, student and guest facing applications.

1. Services in Scope

Services:

During this Project, Korbyt shall provide the following Professional Services to the Customer, during Standard Business Hours, unless explicitly stated otherwise in this SOW:

- Project Coordination.
- Provision a Korbyt instance and onboard Customer.
- Provide Korbyt Training.
- Install Korbyt software player and provision Customer's supplied media player:
 - ELO – Meeting Room Screens. QTY: 16
 - FWI Conversion with KWP. QTY: 10
 - Korbyt will migrate 10 FWI to Korbyt players after JMU strips off FWI software. JMU will migrate remaining ~174 FWI players
- Configure the following Data Adapters. Detailed Data Adapter integration information is provided in **Appendix 1: Data Integrations.**
 - Data Adapter 1 – EMS for events from University
 - **Additional details will be gathered during scoping.**

- Provide the following Creative Services: Detailed Creative Design information is provided in **Appendix 2: Creative Services**
 - Creative Kit for Signage 2 – 16 hours each. See Appendix for details.

2. Services Not in Scope

The following are not in scope for this project unless explicitly described in this document:

1. Content migration from FWI to Korbyt.
2. Additional creative design or layout changes not described above.
3. Data integrations or changes to data processing not described in this document or appendices.
4. Documentation.
5. Project Management.
6. Provisioning of power or ethernet/network connectivity.
7. Troubleshooting any customer network issues uncovered during the project.
8. Weekly status calls or meetings unless explicitly defined in the sections above.
9. Any 3rd Party Installation or maintenance services.
10. Single Sign On or Azure AD implementation for Korbyt CMS, Korbyt InView or KorbytGo.

Location of Services

Korbyt shall perform the Services at or from, as applicable, the following locations:

Remotely

or

James Madison University

Services Schedule

Korbyt and Customer shall mutually agree upon a project timeline at the time of project kickoff, unless otherwise agreed to by the Parties pursuant to a duly executed Change Order.

3. Project Contacts

The following Korbyt personnel participating in the Project shall be as follows:

	Sales Contact	Solution Engineer
Name:	Tim Detota	
Title:	Account Executive	TBD
Office:	+1 585-398-7367	
Mobile:	+1 585-314-5654	

E-mail: Tim.detota@korbyt.com

The Customer's Contacts (as defined in the Agreement) for this SOW shall be as follows:

	Primary Contact	Project Manager	Technology Contact
Name:			
Title:			
Office:			
Mobile:			
E-mail:			

4. Responsibilities of the Parties

The following lists shows the services provided under this SOW and the responsibilities of Customer and Korbyt to complete each task:

Task	Description	Customer Responsibilities	Korbyt Responsibilities
Equipment Delivery	This project requires delivery of Korbyt hardware equipment, purchased by Customer via an Order, that will be permanently installed at the Location of Services as defined herein.	Customer must receive equipment, inspect and note any visible shipper/shipping damage to packaging, review shipping list and inventory/match products as listed, and report any shortages to Korbyt within 10 business days. Customer must secure and protect all equipment/products shipped until installation.	Korbyt will ship to Customer equipment and products as ordered via shipper/carrier or other method as negotiated pursuant to the applicable Order.
Project Kick-Off	Conference call between Korbyt Project Manager and Customer.	Customer will participate and involve all internal department and staff as necessary to review project implementation as well as review data source(s) for integration.	Korbyt PM will review Product/Service deliverables, project timeline and other Korbyt staff whom will be involved with the project implementation.
Korbyt Onboarding	Korbyt Activation and Media Players Provisioning	Customer will: <ol style="list-style-type: none">1. Ensure all Media Players are equipped with network and power;2. Ensure that IT staff is available as needed to provide Korbyt SE assistance for the duration of the Project;3. Ensure all data sources are configured and in proper working order;4. Allow network traffic on [port 443] to allow access to the Korbyt server;5. Inform Korbyt immediately of any delays. A Change Order will be required to accommodate any delays; or special requirements that Korbyt must address before performing the installation.	Korbyt will: <ol style="list-style-type: none">1. Provision a Korbyt instance;2. Import approved (by Parties) Creative Services layout(s) into Korbyt; and3. Configure necessary Data Adapters as required to support incoming data.

Creative Services	Korbyt Creative Services will design and develop the initial content of the digital signage deployment. The consultative session between the Parties will take place remotely.	<p>Customer will:</p> <ol style="list-style-type: none"> 1. Assist Korbyt Creative Services with determining the visual output so certain elements are designed properly and in accordance with Customer's corporate colors, logo, data, messages, etc. 2. Be willing to join a conference call(s) to review and eventually sign a concept drawing for Korbyt . 3. Assist Korbyt Creative Services with determining the visual output so certain elements are designed properly and in accordance with Customer's corporate colors, logo, data, messages, etc. 4. Join a conference call(s) to review and eventually sign a concept drawing for Korbyt. 	<p>Korbyt will:</p> <ol style="list-style-type: none"> 1. Engage a Multimedia Designer, a shared resource, to develop concept drawings for required templates, and will work with designing and creating a Creative Services Kit to visually display Customer's data and/or graphics.
Data Integration and Configuration	Korbyt's SE will install and configure the Data Adapter(s).	<p>Customer will:</p> <ol style="list-style-type: none"> 1. Provide the information data source and all necessary login credentials which is required to provide as a point of integration for Korbyt. 2. Provide a list for all the "Alert Types" to be displayed on the LED displays 3. Ensure that IT staff is available to provide Korbyt SE's assistance as needed for the duration of the project. 	<p>Korbyt will:</p> <ol style="list-style-type: none"> 1. Configure Data Adapter to integrate with the data feed. 2. Configure required data display with appropriate alert (data trigger).
Endpoint Configuration (Setup/Content)	Configure Media Players (with proper network settings) to communicate with Korbyt server and schedule appropriate content to be displayed.	<p>Customer will:</p> <ol style="list-style-type: none"> 1. Provide electrical AC and IP network outlets co-located at each of the LED displays. 2. Provide network parameters needed for Media Players configuration (Local Area Connection using DHCP or Static IP, hostname). 3. Ensure the following URL/Ports are whitelisted to allow communication to the Korbyt tenant. <ul style="list-style-type: none"> • URL: https://*.korbyt.com 	<p>Korbyt will:</p> <ol style="list-style-type: none"> 1. Configure Media Players to communicate with the Korbyt server. 2. Configure Media Players to display Creative Services Kit content previously designed by Korbyt and approved by Customer. 3. Install KWP on provided PC after JMU strips off the existing FWI software.

		<ul style="list-style-type: none"> Port 443 	
		4. JMU will strip off the FWI Software from PC.	
Training	End-User introduction training on operation of Korbyt and Media Player configuration. Introduction training will be for one half (1/2) day (no more than four (4) hours of instruction) to a class this is limited to a maximum of two (2) attendees.	Customer will attend training. Customer will have individual(s) with background(s) as appropriate (Graphics Design, System Administration) to manage the Korbyt system.	Korbyt will provide training to Customer staff (class size is limited to a maximum of [4] attendees).
User Performance Testing (UPT)	Korbyt delivers the Services as described herein and obtains written approval from the Customer, not to be unreasonably withheld, delayed or conditioned. Customer will be responsible for all UPT activities including planning, test cases, execution, and results validation. Korbyt will be available to support UPT activities from a technical perspective.	Customer will make available an authorized individual to review and accept or provide detailed notes with specific deficiencies, regarding Services detailed in this DOS. Korbyt's role in User Performance Testing is limited to reviewing and responding to Customer's consolidated feedback.	Korbyt will be available to support UPT activities from a technical perspective provided that UPT does not exceed billable hours available on the project. Korbyt will review and respond to Customer's consolidated feedback regarding specified deficiencies (if any).
Close Project	Completion of Project with installation, configuration, and system is in production operation.	Customer representative with authority will sign-off on Project. Customer expressly acknowledges that Customer is responsible for determination of its requirements, and Customer shall retain overall responsibility for any business process impact and any process change implementations. Further, Customer acknowledges that completion of Services is dependent upon Customer meeting its responsibilities as identified in this SOW.	Korbyt representative with authority will sign-off on Project.

5. Risk Factors

The following known risk factors are present which may impact solution delivery timelines and budget if not properly mitigated:

1. Network connectivity has not been verified including firewalls, ports and download speeds.
2. Hardware reliability concerns.
3. Environmental concerns.
4. Access to environment for remote server configuration

6. General Assumptions

1. Customer acknowledges that completion of Services is dependent upon Customer meeting its responsibilities as identified in this SOW.
2. Customer acknowledges that Korbyt's system integrates with Customer's data sources and Korbyt visual Media Players. Customer's network and Customer / server resources are vital to the correct functionality of various solution components.
3. The overall system performance and stability has dependencies on Customer's environment that can include but are not limited to: network connectivity, client or server hardware, load on the data source systems, VPN Tunnels for remote workers, Quality of Service (QoS), or firewalls.
4. Korbyt will work with the Customer to help identify issues, if any, within the Customer environment that adversely impacts system performance and stability. If environment issues are identified by

Korbyt that the Customer cannot address or control within the Customer's infrastructure, Korbyt may suggest an adjustment or suggest solution architecture changes requiring procurement of additional hardware, software or services, at an additional cost to the Customer.

5. Customer expressly acknowledges that Customer is responsible for determination of its requirements, and Customer shall retain overall responsibility for any business process impact and any process change.

7. Fees & Payment

Services provided on a fixed-price basis will be invoiced in advance of the performance of the services. Services provided on a time and materials basis will be invoiced monthly, including reimbursable expenses, unless otherwise agreed to in writing.

Travel and Expense

Services pricing is exclusive of all required travel and lodging expenses. Customer shall promptly reimburse Korbyt for its reasonable and documented expenses incurred as a result of the travel of Korbyt Personnel reasonably necessary for the performance of the Services. Such reimbursable expenses shall include transportation, accommodation, and meals/subsistence and other related costs, or statutory per diem rates as applicable.

8. Professional Services Policies

These Professional Services Policies apply to all Services provided hereunder:

1. **Change Orders.** If a material change to Korbyt's scope of work, resource allocations, schedule or Fees results from (i) a modification to the Description of Services as requested by Customer; (ii) a failure by Customer or its contractors to timely perform its responsibilities; (iii) any failure to provide Assistance, as defined in Section 7.2 below; or (iv) an extension of any milestone completion schedule under the Description of Services due to causes outside of Korbyt's reasonable control or complications unanticipated by the Parties, Korbyt and Customer shall detail the changes to the applicable Description of Services including additional fees in a writing signed by both parties ("Change Order").
2. **Assistance.** Customer acknowledges that Korbyt's pricing is based upon the assumption that Customer will be fully prepared for Korbyt's personnel to perform the Services, including: (1) Customer will ensure that all other hardware, software, network and data sources are installed and configured properly; (2) Customer will ensure that all infrastructure is in place, equipment not purchased from Korbyt; and (3) Customer will provide all reasonable assistance and access to the required networks, systems and facilities, (1 through 3 are collectively referred to as the "Assistance"). Any failure to provide any of the Assistance may result in additional charges. Korbyt shall notify Customer promptly if any Assistance is not provided and the parties shall immediately engage in the Change Order procedure described in Section 7.1 above.

3. **Work Hours.** Unless “after-hours” Services are specified in a Description of Services, Customer acknowledges that Services shall be performed during normal business hours, 8:00 am US CT to 5:30 pm US CT, Monday through Friday (excluding Holidays).
4. **Cancellation Policy.** Should Customer cancel or postpone any scheduled Services, the following fees shall apply: (1) if canceled or postponed at least six (6) business days prior to the scheduled date of Services, no fee shall apply; (2) if cancelled or postponed between three (3) and five (5) business days prior to the scheduled date of Services, fifty percent (50%) of the scheduled Services fees shall apply; and (3) if cancelled or postponed with less than three (3) full business days prior to the scheduled date of Services, seventy five percent (75%) of the scheduled Services fees shall apply. Any non-refundable travel expenses or additional costs to change travel arrangements due to any cancellation or postponement shall be due and payable by Customer. Notwithstanding the foregoing, the maximum per cancellation/postponement fee shall not exceed three (3) days of billable Services, determined on a pro-rated basis for “fixed-price” projects or hourly rate for “time and materials” projects.

9. Definitions

The following terms shall have their respective meanings set forth below for purposes of this SOW:

Data Adapter is Korbyt's point of integration to access Customer's data source(s). Data Adapters are software that are embedded in Korbyt.

Creative Services is a design service involving the joint participation of both the Korbyt creative team and Customer's team, who will collaboratively design and develop the solution from concept to completion.

Korbyt is the software platform that will be accessed by Customer via the cloud. (only for fully SaaS and Hybrid architectures).

Line of Business is a logical grouping of skills that allows accurate reporting at a summary level using various calculations.

Media Player is Korbyt's purpose-built media player with Korbyt's client software that is installed to function with Korbyt.

Korbyt OnTarget Content is a service that keeps a screen fresh with up-to-date, one-sentence summaries of the day's top headlines. The Korbyt OnTarget Content Service includes a broad range of text-based ticker feeds, graphical news slides and workplace safety information.

Appendix 1: Data Integration

List any integration details here. May include the following:

- **EMS integration details will be included here following additional scoping.**

Appendix 2: Creative Services

Graphics Starter Kit description (16 hours minimum)

Korbyt's CS (Creative Service) Kit is a creative design package involving the Korbyt Creative Team working with the client's allocated team members, who will collaboratively design and develop your solution from concept to completion. This service includes 16 hours time focused on bringing the collaborated vision to reality.

1. Media Player Content (Korbyt):
Two (2) One-hour calls, Six (6) Generic messages templates that have "Header goes here" & "Body copy goes here" containing backgrounds that work with your branding, Two (2) Data Layouts (if applicable) consist of skills/groups/KPIs that are already outlined and provided to the Solution Engineers. i.e. One message for Agent Data and one for Skill Data, and One (1) Set of Revisions.
2. Mobile Content (KorbytGo):
Two (2) One-hour calls, Branding of KorbytGo app with Company logo and colors, up to 10 custom card designs (graphic files) for branded company posts, branding of 3 Go-To Apps. Two (2) Data Views (if applicable) consist of skills/groups/KPIs that are already outlined and provided to Korbyt in advance of quoting. i.e. One message for Agent Data and one for Skill Data. Two (2) Concept JPG Samples of content, and One (1) Set of Revisions.
3. Desktop Content (Korbyt):
Two (2) One-hour calls, Six (6) Generic messages templates, per messaging area, that have "Header goes here" & "Body copy goes here" containing backgrounds that work with your branding, Two (2) Data Views (if applicable) consist of skills/groups/KPIs that are already outlined and provided to Korbyt in advance of quoting. i.e. One message for Agent Data and one for Skill Data, Two (2) Concept JPG Samples, and One (1) Set of Revisions.

All the approved content built in Korbyt.

Custom Project T&M Scoping:

Below is a list of offerings for custom hourly projects. **If an item is to be included in the project please remove from the not included section and add to an included section.**

Included with creative time:

1. Item 01
2. Item 02

Not Included with creative time:

1. Overall Design - design and stylization of the overall look, including background imagery, usage and placement of logos, company colors and icons.
2. Main data stylization(s) – design and stylization of data, based on available data fields from the established data source for each group. This may be one layout with data configured to properly filter and display the correct data to the correct group, or this may be a series of layouts (one per group), depending on the data, media player outputs and the ability to filter by group. QTY: Up to < _____ >
3. Legacy data source configuration not within scope.
4. Data that is not readily available from the data source.
5. Additional Layouts and/or Predefined Templates – for additional internal communication messaging. QTY: up to 5
6. Content Scheduling Automation - Korbyt creative will work to develop and implement content scheduling automation with your team, by using tagging within Korbyt, if desired.

7. Playlists and Publishing – Korbyt creative will build the playlist (static or dynamic) necessary to achieve the final working digital solution. This is determined by use cases and audience groups.
8. Stylization of Time and Date Data
9. Interactive or Navigable Content (Kiosks).
10. RSS feed configuration (always not included).
11. Video Wall content.
12. Wayfinding or mapping content.
13. Cafeteria Menus.
14. Door Displays and Meeting Rooms.
15. Social feed configuration.
16. Video or content creation beyond that stated in the included section.
17. Content migration from Symon to Korbyt (graphic and video files).
18. Custom CSS or JavaScript coding.
19. Custom graphic design and clean-up work for logos, graphic files and videos.
20. Transcoding or reformatting videos.
21. Ongoing content creation (Content Creative Services or Luxe).
22. OnTarget configuration.
23. Training.
24. Source files for any creative content.

Any items discovered during the project, not explicitly mentioned in this SOW, will need proper scoping and quoting. A change order may be issued, for services associated with any additions to this scope.

Korbyt Creative process:

After a short call to introduce the teams and an additional creative call to establish the project, direction, goals and timelines, Korbyt creative may need assets from your team, such as logos, images, brand colors and brand guidelines.

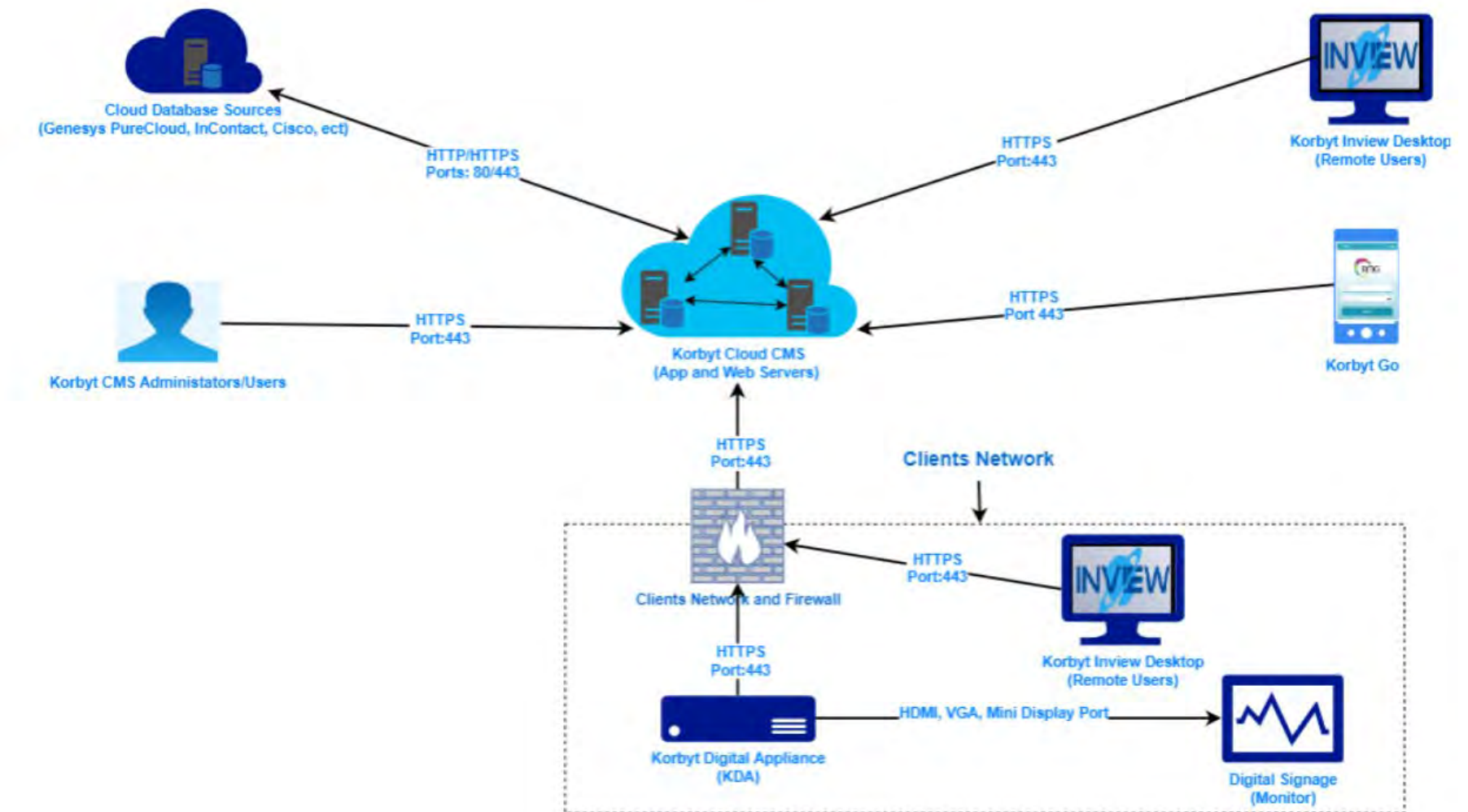
Once we have received those assets, we will begin designing samples of your project. When the samples are complete, we will send them for review in an approval document PDF. Once you have gathered all the necessary feedback, and if there are any edits. We can jump on another call to discuss, or you can just forward them on via email.

We will provide an updated approval document PDF. When we have an approved design, we will schedule the build of the project in your Korbyt tenant. The layouts and messages will be built using the samples we create and will be a direct replica of those approved samples. Once the build is completed, we will notify your Korbyt SE. They can begin finalizing the installation and implementation.

The whole creative process for this type of project typically takes about 4 to 6 weeks, depending on turnaround and response times. This timeframe is solely for the creative portion of the overall project.



Cloud Architecture



Media Player Features & Capabilities	RMG Media Players		NVIDIA	BrightSign	LG	Philips	Samsung	ELO
	ARIES	LEO	Shield Pro	XT1144 & XT244	LG webOS	Philips Android	Samsung SSSP	ELO I-Series
Player image								
Hardware Attributes	ARIES	LEO	NVIDIA	BrightSign	LG	Philips	Samsung	ELO
RMG Product Code	1110_HW	1160L-HW	DIS-20950	DIS-20897 DIS-20216	NA	NA	NA	NA
Size/Dimension	1.24"H 10.59"W 7.59"D	1.17"H 11.41"W 8.74"D	3.85"H 6.26"W 1.02"D	.86"H 7.08"W 8.00"D	Model Dependent	Model Dependent	Model Dependent	Model Dependent
Weight	4.63 lbs	4.85 lbs	8.8 oz	1.25 lbs	Model Dependent	Model Dependent	Model Dependent	Model Dependent
Mounting	1U Rack Mount	1U Rack Mount	NA	Built-in wall bracket	Model Dependent	Model Dependent	Model Dependent	Model Dependent
Output Type	HDMI	HDMI	HDMI 2.0b	HDMI 2.0a XT1144 Out/In; XT244 In; HD/LS see mfg	Built-In	Built-In	Built-In	Built-In
Number of Unique Outputs	1	6	1	1	1 (all in one)	1 (all in one)	1 (all in one)	1 (all in one)
Resolution/Video Support	4K	4K	4K	1080p & 4K	Model Dependent	Model Dependent	Model Dependent	Model Dependent
Memory (RAM)	8GB	8GB	3GB DDRL	External micro SD Slot (SDHC and SDXC)	Built-In	2GB DDR3	Built-In	3GB DDRL
Storage	128GB	128GB	16GB SSD	SDHV up to 2TB	Built-In	16GB EMMC	Built-In	32GB SSD
Operating System (OS)	Win 10 IoT Ent	Win 10 IoT Ent	Android 9	Bright Sign 8.X	Web OS 3.2& 4.x	Android 5.1.1	SSSP 4 & 5	Android 7.1.2
OS Updates (Security)	✓	✓	Nvidia handles	✓	X	X	X	Elo handles
OS Upgrade	✓	✓	Google Store	✓	Manual	Manual	Manual	Manual/ Customers Elo Account
Caching supported	✓	✓	✓	✓	limited	limited	limited	✓
Ethernet	✓	✓	✓	✓	✓	✓	✓	✓
Manufacturer Warranty	Standard & Extended warranty	Standard & Extended warranty	1 year manufacturer warranty	1 year manufacturer warranty	refer to manufacturer	refer to manufacturer	refer to manufacturer	refer to manufacturer
Recovery after network loss	✓	✓	✓	✓	✓	✓	✓	✓
Volume Control	✓	✓	✓	✓	✓	X	✓	X
Wireless	✓	✓	✓	✓	✓	✓	✓	✓

CMS Support Features	ARIES	LEO	NVIDIA	BrightSign	LG	Philips	Samsung	ELO
Advanced Builder Elements	✓	✓	limited	limited	X	limited	X	limited
Boards	✓	✓	✓	X	X	X	X	X
Network configuration changes	✓	✓	X	✓	X	X	X	X
Data Adapters	✓	✓	✓	✓	✓	✓	✓	✓
Display Information	✓	✓	✓	✓	✓	X	✓	X
Download restrictions	✓	✓	✓	✓	X	✓	X	✓
Player diagnostic log	✓	✓	✓	✓	X	✓	X	✓
Groups	✓	✓	✓	✓	✓	✓	✓	✓
Interactivity	✓	✓	✓	✓	✓	✓	✓	✓
Layouts	✓	✓	✓	✓	✓	✓	✓	✓
Mobile management	✓	✓	✓	✓	✓	✓	✓	✓
OnTarget content integration	✓	✓	✓	✓	✓	✓	✓	✓
Optics (Audience Analytics)	✓	✓	X	X	X	X	X	X
Player Config Page	✓	✓	✓	✓	X	X	X	X
Player Name / Metadata	✓	✓	✓	✓	✓	✓	✓	✓
Player Live Preview	✓	✓	✓	✓	✓	✓	✓	✓
Playlists	✓	✓	✓	✓	✓	✓	✓	✓
Real-time data	✓	✓	✓	✓	✓	✓	✓	✓
Reboot action	✓	✓	X	✓	X	X	X	X
Screenshot	✓	✓	✓	✓	✓	✓	✓	✓
Send Script action (Scriptlets)	✓	✓	X	X	X	X	X	X
Sleep Schedule	✓	✓	X	✓ (display only)	X	X	X	X
Video - HDMI Passthrough	X	X	X	✓	X	X	X	X
Media Formats	ARIES	LEO	NVIDIA	BrightSign	LG	Philips	Samsung	ELO
Audio .aac	✓	✓	TBD	X	X	X	X	X
Audio .mp3	✓	✓	✓	✓	✓	✓	✓	✓
Audio .mp4a	✓	✓	TBD	X	X	X	X	X
Streaming DASH	✓	✓	TBD	X	X	X	X	X
Streaming HLS V3	✓	✓	✓	✓	X	✓	✓	✓
Streaming HTTP/HTTPS	✓	✓	✓	✓	✓	✓	✓	✓
Video .mp4	✓	✓	✓	✓	✓	✓	✓	✓
Video .webm	✓	✓	✓	X	✓	✓	X	✓



Korbyt Anywhere Product Road Map

Updated March 3, 2021

Features:

- Wells Fargo Enhancements
- Adapter Templates
- Bright Cloud Int.
- Aries II
- SOC (Tizen & Web OS)
- Red Hat On Prem
- Korbyt Player 2.5

Features:

- Korbyt Anywhere Platform UX/UI Redesign (Digital Signage)
- Enhanced Reporting
- GDPR Data Subject Rights
- Customer Requests

Projected features subject to change

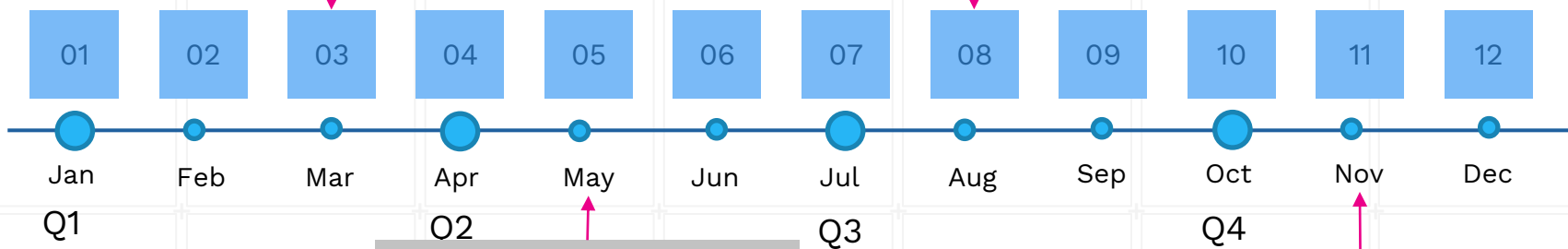
Features:

- Korbyt Anywhere Platform UX/UI Redesign (Mobile)
- Korbyt Anywhere Web
- Content Categories
- User Polls
- Virgo Player

Features:

- Enhanced Reporting
- Workplace Journey Templates
- Editorial Planning
- Customer Requests

Projected features subject to change





Request for Proposal

RFP# CMJ-1076

Digital Signage System

February 16, 2021



REQUEST FOR PROPOSAL

RFP# CMJ-1076

Issue Date: February 16, 2021
Title: Digital Signage 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, March 16, 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, johns9cm@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

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

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 Digital Signage 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.

James Madison University's campus is made up of 170+ academic, administrative, support and housing buildings. Many of these facilities have a need for a state-of-the-art digital signage system to direct the movement of students, staff and visitors through their facility effectively. The university has numerous systems that may be considered for integration including Hannon Hill Cascade Server Content Management System, EMS Class and Event Management System, Oracle/PeopleSoft Campus Solutions, Active Directory, and the Rave Emergency Notification System. Presently there are approximately 90 end users, and approximately 200 signs in use in the current Four Winds deployed system.

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

JMU is seeking a Digital Signage System to provide information, wayfinding, and customer/visitor support in a polished, dynamic, and in some cases interactive design.

The Contractor shall have available and be able to demonstrate the use and functions of the following components and/or features of a Digital Signage 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.

JMU will consider hosted and on-premise deployments, commercial and open source licenses, and support services for open source software; as well as various combinations of deployments, licensing and support service.

A. Application:

1. Describe the features, functionality and ease of use of the proposed Digital Signage System, including but not limited to directional signage, video walls, interactive digital signage and touch screen kiosks.
2. Describe in detail all the content types the application is capable of handling, including but not limited to both static and live content.
3. Describe the application's ability to change content and schedule quickly and on the fly.
4. Describe, with screenshots, the process to upload a content item in the system, including any ease of use functionality (i.e. drag and drop).
5. Describe the application's ability to manage individual playlists for each screen.
6. Describe the ability to preview content in the display's resolution and dimensions before publishing the content.
7. Describe the proposed system's options for hosted vs on-premises deployment models and related costs (in Section X Pricing Schedule).
8. Provide information for additional optional modules that are available.
9. Describe the extent to which administrative and user interfaces are HTML browser-based or Web enabled.
10. Describe any limitations between platforms (i.e. Macintosh, PC client applications, browser-based access).
11. Describe the process for publishing/sharing content globally across campus or for a large segment of campus.
12. Describe how the software interacts with external sources/API, i.e. EMS events listings.
13. Describe the application's ability to be used as emergency notification. Provide a detailed diagram (including protocols) of the typical architecture/technical environment required for the process.
14. Describe the ability to monitor all media players.
15. Describe automated notification and correspondence generation features such as e-mail notification of error conditions, status reports, and display metrics.
16. Describe how the modules function as an integrated whole and detail any limitations in their ability to function independently from other modules.
17. Describe the extent to which the user can configure or customize all forms, reports, input/output screens, formats, etc. to brand the application for JMU. Define what modifiable, customizable and configurable mean for your application.
18. Describe workflow functionality included with application and provide a list of any function for which workflow is already built and delivered.

19. 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.
20. Describe your adherence to [W3C WCAG 2.1](#), level AA.
21. Provide documentation such as VPATs that assess the success criteria of WCAG 2.1 and any additional documentation regarding Section 508 compliance such as conformance to 508's Functional Performance Criteria.
22. Describe how content playlists can be published to the web in addition to digital signs.
23. Describe the extent to which remote access can be used to configure, manage, and monitor digital signage networks, i.e. smart phones.

B. Services

1. Describe services available from your company and/or partners including pricing information (in Section X Pricing Schedule) that may be included in the final contract. Services that could be included are:
 - a. Implementation
 - b. Development
 - c. Project Management
 - d. Architecture and Design
 - e. Capacity Planning
 - f. Installation and Configuration
 - g. Performance and Scalability
 - h. Conversion
 - i. Content Management/Creative Services
2. Describe the support options available through your company including on-going support of the application, including pricing (in Section X Pricing Schedule). Describe what portions of support to be performed by IT, the customer versus the vendor.

C. General

1. Provide evidence of demonstrated experience in the marketplace of more than three years in development and maintenance of digital signage for higher education. Provide names and reference of current clients on Attachment A.
2. Describe typical implementation timeline and project plan and include examples of previously used project plans.

3. Describe your approach to test and production environments including licensing requirements and any additional costs.
4. Describe the documentation and help systems and how they can be modified.
5. Describe licensing model and pricing (in Section X Pricing Schedule) including, as relevant, breakdowns by modules, user volume, pricing tiers, and/or discounts.

D. Technical

1. Provide an architecture document describing the environment in which your application resides.
2. Provide an overall compatibility matrix of software required to operate your system. As appropriate, and at a minimum, this should include operating systems, drivers, browsers, JDKs, and compilers.
3. Describe the extent to which the application integrates with JMU's existing systems listed in Section II Background including pricing (in Section X Pricing Schedule), availability of API's, toolkits for creating connectors, available services, etc. Provide a full list of application connectors. Describe any other methods of integration supported.

E. Maintenance and Support:

1. Describe the maintenance philosophy including frequency of updates, approach to completing updates, and model for obtaining them.
2. Specify if system updates are included in annual license/maintenance costs (including relevant support services to implement).
3. Describe services that may be required in the normal course of operating the system that are not covered under the maintenance contract.
4. Describe the nature of any continuing research and development performed by the manufacturer to detect and correct problems in the system design, to improve efficiency, and/or to enhance the capabilities of the system proposed.
5. Describe the procedures followed in distribution of information to James Madison University pertinent to system problems. Describe procedure for handling upgrades. Specify how often upgrades are made to the application software and how "patches" and "fixes" to the systems are handled. Describe if and how your product impacts our ability to apply security updates in a timely manner to underlying or supporting products or technologies.
6. Describe the nature of system enhancements in development that are scheduled for release in the next twelve months.

F. Reporting:

1. Describe application approach/strategy for reporting including the approach to ad-hoc reporting for power users as well as the occasional user.
2. Describe any signage touch screen/kiosk use reporting available.

3. Describe any ability to query active or expired content (i.e. event signage or templates in use).
4. Describe any reporting functionality of real-time (or near real-time) operational status.
5. Describe all reporting tools supported.
6. Describe reporting output formats available.
7. Describe the specific data of reports that would typically require Information Technology staff support.

G. Hardware

James Madison University reserves the right to purchase any hardware recommended in a separate procurement (any relevant pricing to be included in Section X Pricing Schedule).

1. Displays
 - a. Describe screens/panels which may be integrated in the system including LED, LCD, Plasma etc., sizes available and resolution, and any available for outside use.
 - b. Describe standard mounting hardware, and options.
 - c. Describe touch screen technology available for the system.
 - d. Describe optional products, peripherals and services associated with digital signage systems including associated costs.
 - e. Describe the warranty period, if applicable.
2. System Hardware
 - a. Describe all the computer hardware specifications necessary for the effective execution and support of the system proposed.
 - b. Itemize, including make, model, and specifications, all processing and/or peripheral equipment required for the system:
 1. Hardware configuration;
 2. Systems software;
 3. System utilities;
 4. Other (itemize).
 - c. Describe the warranty period, if applicable.

H. Application Technology

1. Provide a data dictionary or schema to show the data that the system will collect/hold.
2. Define the system's version control capabilities.

3. Describe any system limitations for file upload and storage (i.e. file size, type, user storage limits).
4. Define webpage/app white labeling/branding/customization capability.
5. Define data import/export formats supported by the system.
6. Describe functionality across platforms, devices, and browsers.

I. 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 (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.

J. Documentation

1. Provide a list of documentation provided with the product and format provided.
2. Clarify if documentation available to university ends users has any potential restrictions on university web publication.

K. Security

1. Describe application access management controls (admin user, internal user, role-based rights assignments with a high degree of granularity [view, edit, delete, etc.]).
2. Describe how users and processes are authenticated before gaining access to data and services. Include authentication between components and between the product and external services. Describe your support for the following:
 - a. Shibboleth 2
 - b. SAML
 - c. Other federated systems
 - d. Any two-factor authentication system
 - e. Certificate-based authentication
 - f. Other

3. Describe vendor membership to the InCommon Federation. If existing membership does not exist, explain future plans, if any, to become a member.
4. Describe your use of authentication credentials and associated attributes, group membership, roles, etc. to make authorization decisions. Include method(s) and granularity of authorization access to data and services.
5. If SSO is not available per L.2., describe application's password management.
6. Describe the application security features for data and for the system. Describe all row level security options as well as any field level encryption availability.
7. Complete and return Attachment F: Higher Education Cloud Vendor Assessment Tool (HECVAT) 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 one (1) 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 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 from this redacted copy.

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

2. The version of the solicitation issued by JMU Procurement Services, as amended by an 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’s proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either

before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

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

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. 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. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if

the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability: \$100,000
 3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) 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. 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.
- Z. 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.
- AA. 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.
- BB. 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*.

- CC. 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 based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X

electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. 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 (see Section VIII.K. *Cooperative Purchasing/Use of Agreement by Third Parties*).

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. Implementation Services (include remote and on premises rates, price any on premises rates to be inclusive of travel costs)
 - a. Breakdown of personnel types days/hours
 - b. Data migration
- C. Customization and Configuration Cost
- D. Ongoing Maintenance and Support
- E. Hardware
- F. Integrations and/or Third Party Products
- G. Initial and Ongoing Training (include remote and on premises rates, price any on premises rates to be inclusive of travel costs)
- H. Services (include remote and on premises rates, price any on premises rates to be inclusive of travel costs)
- I. All Other Cost (including optional costs)

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to

<https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: 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 _____.

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)
Title: _____

(Printed Name)
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, 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. January 30, 2019

ATTACHMENT 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

Attachment F: Higher Education Cloud Vendor Assessment Tool (HECVAT).xls
Original included with RFP posting as a separate excel file, available by request.



February 17, 2021

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# CMJ-1076**
Dated: February 16, 2021
Commodity: Digital Signage System
RFP Closing On: **March 16, 2021 at 2:00pm**

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

1. Question: Do you have any construction or spec documents to go along with this RFP for digital signage?

Answer: There is no construction requested in this RFP. The primary focus of the RFP is digital signage software for existing wayfinding/kiosk signage at the university.

2. Question: Is there a particular brand? Where is the software info needed?

Answer: There is no specific brand requirement for the software.

3. Question: Location/Size/Panels needed/Installation requirements?

Answer: There is no construction requested in this RFP. The primary focus of the RFP is digital signage software for existing wayfinding/kiosk signage at the university.

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

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



March 02, 2021

ADDENDUM NO.: Two

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# CMJ-1076**
Dated: February 16, 2021
Commodity: Digital Signage System
RFP Closing On: **March 16, 2021 at 2:00pm**

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

- 1. Question: How many digital signage players do you plan on deploying regarding this digital signage system? How many pieces of hardware do you plan to purchase as part of the bid, and how many licenses?**

Answer:

Regarding hardware, there is a signage system/hardware currently in place. If specific hardware is recommended or required for the proposed system offerors should address requirements in section IV.G. Hardware.

Regarding licensing, per the RFP Section II: "Presently there are approximately 90 end users, and approximately 200 signs in use in the current Four Winds deployed system." Nearly all of the screens have a dedicated player computer. Offerors should indicate their licensing model under Section IV.C. General and pricing in Section X. Pricing Schedule.

- 2. Question: What are the pros and cons of what JMU currently has deployed and what features or functionality are they looking to improve on? This will help us determine the right fit.**

Answer: Unable to answer. Offerors should describe their system(s) capabilities per the requested information in Section IV Statement of Needs.

- 3. Question: Cloud or on-prem? I believe 22 miles is cloud but I also saw somewhere in the document JMU wanted the option to host themselves.**

Answer: The university is willing to consider proposals or SaaS or on-prem systems.

- 4. Question: Are they doing the content creation/wayfinding MAP themselves or do they want that to be created for them?**

Answer: The university does not require content creation at this time. Offerors can price additional optional items in their response under Section X Pricing Schedule.

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

5. **Question: Why has this RFP been released?**
Answer: As an agency of the Commonwealth of Virginia JMU is required to seek competition to the fullest extent possible. At the approach of the end of term contracts JMU goes out to RFP to seek such competition.
6. **Question: What challenges has JMU experienced with its existing digital signage platform?**
Answer: Unable to answer.
7. **Question: What are the biggest pain points or issues JMU would like to resolve regarding its future digital signage platform?**
Answer: Unable to answer.
8. **Question: Will content creation be required? If so, what kind of content will JMU need?**
Answer: See response to #5 above.
9. **Question: Does JMU wish to replace the existing hardware (displays, players, etc.) as well as the content management system?**
Answer: See response to #1 above.
10. **Question: What hardware will remain in place after the contract has been awarded?**
Answer: See response to #1 above.
11. **Question: When does JMU plan to award this contract?**
Answer: Unable to answer.
12. **Question: What is the projected timeline for the new deployment?**
Answer: The current software service contract ends 2/28/2022. Offerors should detail typical timelines in Section IV.C.2. of the RFP response.
13. **Question: Is JMU tax exempt?**
Answer: Yes.
14. **Question: Is this a prevailing wage/Davis Bacon wage project?**
No. Additionally, as previously stated in Addendum One for CMJ-1076: There is no construction requested in this RFP. The primary focus of the RFP is digital signage software for existing wayfinding/kiosk signage at the university.
15. **Question: Section II Of the 90 current users, can you help us understand approx. how many fall into two different user roles:**
a. **Author: those who manage FWI for the campus, template designers, design templates and oversee integrations**
b. **Contributor: those outside the author role**
Answer: University users do not exactly conform to the described roles, but we have two user/rights system administrators, two trainer/template administrators, and the remainder of our users are essentially content managers/creators. Offerors should provide licensing information requested in Section IV.C.5. (and in Section X Pricing Schedule) to cover variance in total users and different roles available across the life of the contract.

16. Question: Section II Are you anticipating any upcoming growth beyond the 200 existing signs? If so, how much?

Answer: This RFP is for a ten-year contract, and while growth is possible the needs are not currently known. Offerors should provide licensing information requested in Section IV.C.5. (and in Section X Pricing Schedule) to cover variance in total signs across the life of the contract.

17. Section IV.G. Are you planning to upgrade any of your older/existing hardware as part of this RFP? If so, do you have quantities and sizes identified?

Answer: None identified at this time, see response to question #1 above.

18. Question: Section IV.G. Are you planning to re-purpose the existing FWI players? Are they all running Win10?

Answer: We plan to continue with current hardware as able. Most of the players run Windows 10 2016 or 2019 LTSC. There are about a dozen that run iOS that are used as meeting room signs.

19. Question: Is this an RFP in addition to the current Fourwinds solution or in replacement of the said solution?

Answer: The current software service contract ends 2/28/2022.

20. Question: Does the digital signage solution need to integrate with the current Fourwinds platform and hardware?

Answer: No.

21. Question: How many screens and media players are required in total?

Answer: See answer to question #1 above.

22. Question: Could third party content be featured on the screens?


Answer: At present, JMU does not publish third party content, nor are there any known plans to pursue this option, it is possible if in accordance with university policy. Offeror's may opt include information in their response as an optional item.

23. Question: If so, is content development part of the scope of the current RFP?

Answer: See answer to #5 above.

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

Sincerely,



Colleen Johnson
Buyer Specialist
Phone: 540-568-3137



March 08, 2021

ADDENDUM NO.: Three

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# CMJ-1076**
Dated: February 16, 2021
Commodity: Digital Signage System
RFP Closing On: **March 16, 2021 at 2:00pm**

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

- 1. Question: How are you using wayfinding now? Is it all interactive mapping, or static signs?**
Answer: Wayfinding is interactive and used in several touch screen building directories at multiple entrances to a facility. It has also been used to plan a walking admissions tour of campus at an interactive kiosk in the admissions office.
- 2. Question: Do you currently have web based software (online/website) for interactive wayfinding, or did Four Winds provide a custom software that is not web based?**
Answer: Wayfinding is a feature supported in Four Winds in their web and desktop clients. Offerors may provide availability and pricing for such services in Section IV.B. Services and Section X. Pricing Schedule.
- 3. Question: If not web based, please provide exact details of your interactive wayfinding requirements (more details about the type of maps, how many maps, what is shown on the maps, route directions requirements, type of interactivity needs, etc.)**
Answer: Currently, building floor plans are used for directories with up to 5 different perspectives for "you are here". The floor plans show room name/numbers associated with staff/dept listings and room listings.
- 4. Question: Would you like the new signage vendor to transfer all of the FWI content and rebuild the layouts? (We've done this for a number of clients who converted over to REACH.)**
Answer: This is a possibility, or we may consider a portion of the content and layout to be transferred. Offerors may provide availability and pricing for such services in Section IV.B. Services and Section X. Pricing Schedule.

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

5. **Question: Are touch or interactive screens part of the ~200 screens on campus? If so, how many are touch screens? Do the touch screens have wayfinding on them?**

Answer: Yes, we have approximately 25 touch screens and some of them are used for wayfinding.

6. **Question: Page 1 - are any of the integrations in scope? Or are you just looking to make sure vendors can provide the integrations when needed?**

Answer: Integration with EMS Class and Event Management System is desired. Available integrations as mentioned in, but not limited to, Section II Background should be listed as applicable in Section IV.D.3. and priced in detail in Section X Pricing Schedule.

7. **Question: Can you provide the specs of existing player hardware? We know they are Windows 10, but we need to know the OS details (Windows IoT, etc) and the hardware specs like processor and ram, etc.**

Answer: Players run on varied hardware configurations. Processor: dual core 2.1Ghz - quad core 3.4Ghz; Memory: 4GB – 16GB; Storage: 500GB – 2TB; Windows 10 LTSC 2015 – 2019. Sixteen players are iPad Air 1st gen, 16GB, running iOS 12 and used as meeting room signs. HDMI/DP is the preferred video port.

8. **Question: When will vendors be allowed to provide a demonstration?**

Answer: See section V.A.4. Oral Presentation.

9. **Question: Has JMU had demos from any other vendors responding?**

Answer: No, we have not reached that portion of the RFP process at this time.

10. **Question: Is there a standard form for pricing vendors should be using?**

Answer: No, see Section X Pricing Schedule.

11. **Is there a standard response form for answering the questions and describe features outlined in section IV statement of needs?**

See Section V Proposal Preparation, specifically #3. The RFP document is provided as a Word document to be used as an editable template for response.

Signify receipt of this addendum by initialing “*Addendum #3*_____” on the signature page of your proposal.

Sincerely,



Colleen Johnson
Buyer Specialist
Phone: 540-568-3137