



COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract No. UCPJMU6789

This contract entered into this 14th day of February 2024, by Terra Dotta, LLC 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 March 12, 2024 through March 11, 2025 with nine (9) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal RFP CMJ-1187 dated August 14, 2023
 - (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 August 28, 2023
- (3) The Contractor's Proposal dated September 7, 2023 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated February 14, 2023
 - (b) Terra Dotta Software as a Service Agreement, which includes the Terra Dotta Terms of Service, Privacy Policy, GDPR Data Processing Addendum, Service Level Agreement, Professional Services Addendum; all of which shall be governed in the event of conflict by the:
 - i. Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form, dated September 25, 2023; and
 - ii. JMU IT Services Addendum, dated September 27, 2023.

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

DocuSigned by: **CONTRACTOR:**
By: George Hogan
AA0C8F054D9649A...
(Signature)
George Hogan
(Printed Name)

DocuSigned by:
By: Chris Barbee
B0106C4EFA1347B...
(Signature)
Chris Barbee

DocuSigned by: **PURCHASING AGENCY:**
By: Colleen Johnson
42A781B732914EA...
(Signature)
Colleen Johnson
(Printed Name)

Title: Chief Sales Officer CFO
Rev. 5/12/21

Title: Lead Commodity Contract Officer & PM



RFP # CMJ-1187, Study Abroad and International Student & Scholar Services Management SaaS
February 14, 2023

1. Parties agree that items within this Negotiation Summary modify RFP# CMJ-1187 and the Contractor's response to RFP# CMJ-1187 and that this Negotiation Summary takes precedence in conflict.
2. Terra Dotta's *Software as a Service Agreement* (Negotiation Summary Attachment A) and all attached addenda is hereby incorporated into the contract.
3. Contractor's proposal pricing, as outlined in the attached *Terra Dotta Software as a Service Agreement*, which includes the *Customer Success Dotta Desk Program Addenda*.

Effective Date	March 12, 2024	
Annual Service Start	April 1 st	
Term	This Agreement is effective beginning on the Effective Date and, unless sooner terminated as herein provided, will continue for a period of one (1) year (the "Initial Term"). The Agreement may renew with mutual written agreement for up to nine (9) one-year periods (the "Renewal Term").	
Scope of Services	<ul style="list-style-type: none"> • Terra Dotta Software as a Service for Study Abroad – The Service is provided for use by Client to manage its study abroad programs and enrollments, unlimited applicants. • Terra Dotta Software as a Service for ISSS – The Service is provided for use by Client to manage its International Student Services, unlimited SEVIS active visitor records. • Software Service is inclusive of Database Encryption At-Rest. 	
Fees	Description	Price
	Annual Service Fee/Year 1	\$31,800.30

Services Description	Total
Dotta Desk PRO Service Fee (4 hours per month) – for Study Abroad	\$7,200.00
Dotta Desk LITE Service Fee (2 hours per month) – for ISSS	\$3,600.00
NOTE: Any time spent in excess of Client's allotted monthly time will be invoiced to Client at the rate of \$250.00 immediately following the month of service.	

4. Any credit card processing fees shall not be in excess of Visa Merchant Credit Surcharging regulations found here: <https://usa.visa.com/support/small-business/regulations-fees.html>
5. This contract may be renewed upon mutual agreement for a period of nine (9) successive one-year periods. All price increases shall be in accordance with the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available (*reference Special Term and Condition S. Renewal of Contract*).
6. Contractor agrees that all exceptions taken within their initial response to RFP# CMJ-1187 that are not specifically addressed within this negotiation summary are null and void.
7. Contractor has disclosed all potential fees. Additional charges will not be accepted.



TERRADOTTA

SOFTWARE AS A SERVICE AGREEMENT

THIS SOFTWARE AS A SERVICE AGREEMENT (including all documents incorporated herein by reference, the “**Agreement**”) is entered into as of the effective date (the “**Effective Date**”) specified in Section 4 of this signature page (“**Signature Page**”) by and between Terra Dotta, LLC, a North Carolina limited liability company (“**Terra Dotta**”), and the client identified in Section 3 of this Signature Page (“**Client**”).

1. **INTRODUCTION.** Under the terms of this Agreement, Terra Dotta will provide Client on a “software as a service” basis with use and access of certain software which, together with the implementation, consulting, hosting, and support services provided by Terra Dotta, and all updates to these items made available hereunder, shall constitute the “**Service**”.
2. **SCOPE.** This Agreement consists of (a) this Signature Page, (b) the Terms of Service set forth at <https://www.terraddotta.com/terms-of-service?terraddotta>, (c) the Privacy Policy set forth at <https://www.terraddotta.com/privacy-policy.html>, (d) the GDPR Data Processing Addendum set forth at <https://www.terraddotta.com/GDPRdataProcessingAddendum?terraddotta>, (e) the Service Level Agreement set forth at <https://www.terraddotta.com/ServiceLevelAgreement?terraddotta>, (f) the Professional Services Addendum set forth at <https://www.terraddotta.com/ProfessionalServicesAddendum?terraddotta>, and (g) any other terms and conditions incorporated into the Agreement, each to the extent applicable and all of which are incorporated herein by this reference. All undefined capitalized terms used in the documents incorporated herein by reference shall have the meanings ascribed to such terms as set forth in this Signature Page.

3. **CLIENT INFORMATION.**

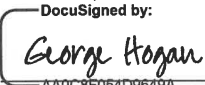
Name: James Madison University
 Address: 800 S Main Street, Harrisonburg, VA 22807-0001
 Contact: Colleen Johnson, Procurement Services

4. **SERVICES, FEES, AND TERM.**

Effective Date	March 12, 2024	
Term	This Agreement is effective beginning on the Effective Date and, unless sooner terminated as herein provided, will continue for a period of one (1) year (the “ Initial Term ”). The Agreement may renew with mutual written agreement for up to nine (9) one-year periods (the “ Renewal Term ”).	
Scope of Services	<ul style="list-style-type: none"> • Terra Dotta Software as a Service for Study Abroad – The Service is provided for use by Client to manage its study abroad programs and enrollments, unlimited applicants. • Terra Dotta Software as a Service for ISSS – The Service is provided for use by Client to manage its International Student Services, unlimited SEVIS active visitor records. • Software Service is inclusive of Database Encryption At-Rest. 	
Fees	Description	Price
	Annual Service Fee/Year 1 Annual Services Start April 1 st	\$31,800.30

5. **MISCELLANEOUS.** The Agreement is governed by contract UCPJMU6789 and includes the attached Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form (dated September 25, 2023) and the JMU IT Services Addendum (dated September 27, 2023), both of which shall govern in the event of conflict with terms herein, and including any Exhibits, and including all documents incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, negotiations, conversations, discussions, and agreements between the parties concerning the subject matter hereof. This Agreement supersedes and replaces in their entirety any previously executed contracts and related schedules, amendments, and statements of work between the parties. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Delaware, without giving effect to its conflict of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sales of Goods does not apply this Agreement.
6. **SIGNATURES.** Each party hereby agrees to the terms and conditions of this Agreement (including all documents incorporated herein by reference), and each party represents that its signatory is duly authorized to bind such party. This Signature Page may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and an electronic signature or computer-printed attachment shall be deemed an original signature and document of each party.

TERRA DOTTA, LLC

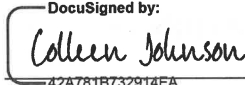
By: 
AA0C8F054D9649A...

Name: George Hogan

Title: Chief Sales Officer

Date: 2/14/2024

James Madison University

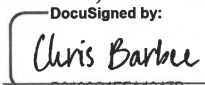
By: 
42A781B732914EA...

Name: Colleen Johnson

Title: Lead Commodity Contract Officer & PM

Date: 2/14/2024

TERRA DOTTA, LLC

By: 
B0106C4EFA1347B...

Name: Chris Barbee

Title: CFO

Date: 2/14/2024



Customer Success Dottan Desk Program Addendum

This **Addendum** is made and entered into by and between Terra Dotta, LLC ("**Terra Dotta**") and James Madison University ("**Client**"). This Addendum modifies the terms of the **Software as a Service Agreement** between the Parties effective March 12, 2024 (the "**Agreement**").

SERVICES

The Terra Dotta Customer Success Dottan Desk Program ("Dottan Desk") is designed to offer personalized, one-on-one support to Terra Dotta clients, delivered by experienced Terra Dotta Dottans. The program is a valuable resource for clients who want to optimize their use of the software and enhance their knowledge of its features and capabilities. Overall, the Dottan Desk is a valuable service that provides clients with the support and guidance they need to achieve their goals and maximize the benefits of using Terra Dotta software.

SERVICE ADMINISTRATION

The sessions are a standard one-hour session for two or four hours per month. Clients should note that unused hours cannot be carried over to the following month, so it is important to use the allocated hours effectively and efficiently.

The following Services will be provided:

- The sessions may be used to accelerate adoption of new features, understand the capabilities of the software, training, and advice on best practices.
- To ensure that each session is productive and focused, clients are required to provide an agenda in advance, selecting from a range of predefined topics that cover key aspects of the software's functionality and operations.
- The predefined topics include:
 - Administrative functional operations,
 - site aesthetic guidance,
 - reporting and analytic guidance,
 - process creation function,
 - adoption of new feature assistance, business process evaluation.

Note: Dottan Desk is not technical support. It is not intended to design or build solutions. Dottan Desk is not a troubleshooting session. Some troubleshooting may happen during a Dottan Desk session but is not the objective. Any technical support-related issues should still be reported to Terra Dotta support via our standard support channels.

TERM

The Term of this Addendum is for twelve (12) months and may renew with mutual written agreement for successive renewal terms of twelve (12) months ("**Renewal Terms**"). Annual service start date is April 1st.

FEES AND INCENTIVES

The professional fees associated with this project are as follows:

Description	Total
Dottan Desk PRO Service Fee (4 hours per month)	\$7,200.00
Dottan Desk LITE Service Fee (2 hours per month)	\$3,600.00

Payment of the annual service fee will be due upon signature of this Addendum. Any time spent in excess of Client's allotted monthly time will be invoiced to Client at the rate of \$250.00 immediately following the month of service.

The parties have signed below to indicate acceptance to the terms of this SOW:

TERRA DOTTA, LLC

DocuSigned by:

By:

George Hogan

AA0C8F054D9649A...

Name:

George Hogan

Title:

Chief sales officer

Date:

2/14/2024

James Madison University

DocuSigned by:

By:

Colleen Johnson

42A781B732914EA...

Name:

Colleen Johnson

Title:

Lead Commodity Contract Officer & PM

Date:

2/14/2024

TERRA DOTTA, LLC

DocuSigned by:

By:

Chris Barbee

B0106C4EFA1347B...

Name:

Chris Barbee

Title:

CFO

Date:

2/14/2024



TERMS OF SERVICE

1. SERVICES GENERALLY.

(a) The term “**Software**” means Terra Dotta’s proprietary software identified in the Signature Page and made available to Client on a hosted basis as part of the Service, all user manuals, guides, and other documentation for the Software (“**Documentation**”) made available to Client, and all updates and new versions of all such items. Terra Dotta may provide or perform certain parts of the Service through third-party vendors and subcontractors, including third-party technology hosting facilities.

(b) Terra Dotta will provide the Service to Client during the Term, subject to the terms herein and elsewhere in the Agreement. Client may use and access the Service and Software solely through one or more Terra Dotta-designated web sites (“**Sites**”). Client’s rights to use the Service are non-exclusive, non-transferable, and non-assignable. Client agrees to comply with all applicable federal, state, local, and foreign laws, rules, and regulations in connection with its use of the Service, and to not use the Service in support of any criminal, fraudulent, or illegal endeavors.

(c) The Service may be used and accessed for Client’s own purposes and only by: (i) Client’s employees and authorized agents and Client’s independent contractors while doing work for Client, (ii) students enrolled at Client or in a program associated with Client, and (iii) other persons interested in enrolling at Client or in a program associated with Client, each using the Service for its intended purpose ((i), (ii), and (iii) users together, the “**Authorized Users**”). Independent contractors may use the Service only for the benefit of Client and not for their own or any other company’s business operations.

(d) Client acknowledges that Terra Dotta maintains Terms of Use for the Service, located at <http://www.terradotta.com/terms-of-use.html> (the “**Terms of Use**”), and that Authorized Users will be required to accept the Terms of Use. Client will not take any steps to hinder or prevent Authorized Users from accepting the Terms of Use, or to restrict Terra Dotta’s enforcement of the Terms of Use with respect to Authorized Users. For clarity, nothing in the Terms of Use will modify the terms of the Agreement, and in the event of any conflict between the Terms of Use and the terms of the Agreement as applied to Client’s employees, authorized agents, and any independent contractors, the terms of the Agreement shall apply.

(e) Terra Dotta will use commercially reasonable efforts to make the Service available on a 24 hours a day, 7 days a week, and 365 days a year basis, excluding downtime for maintenance purposes.

(f) Terra Dotta regularly changes and enhances the Service and may modify the Service from time to time without notice to Client; provided, that if any modification causes a material reduction in the efficacy of the Service, Terra Dotta will notify Client as soon as practicable.

(g) Terra Dotta may from time to time provide as part of the Service interfaces to different third party software, systems, databases, and services (collectively, “**Third-Party Systems**”) for the convenience of Client. Terra Dotta reserves the right, with prior mutual written agreement, to charge additional fees for providing and supporting interfaces to Third-Party Systems selected by Client. Unless otherwise agreed in writing by Terra Dotta, Client is solely responsible for obtaining any permissions and consents from third-party vendors necessary for Terra Dotta to deliver any interfaces to Third-Party Systems that are utilized by Client. Terra Dotta assumes no obligation or liability for: (i) the functionality or performance of Third-Party Services, including their content, accuracy, or reliability, or (ii) the acts and omissions (including with respect to privacy practices) of the suppliers of Third-Party Services. Client further acknowledges and agrees that Terra Dotta may, without penalty or liability, terminate, suspend, or block any Third-Party Services or any individual Authorized User’s use or access to Third-Party Services



if Terra Dotta believes in good faith that such use or access will have an adverse effect on Terra Dotta, the Service, or the Software.

2. CLIENT RESPONSIBILITIES.

(a) Client agrees that all user information provided to Terra Dotta by Client and Authorized Users, whether for purposes of obtaining a user name and password or otherwise, will be accurate and complete in all respects. Client further acknowledges that it is solely responsible for maintaining the confidentiality of its Authorized Users' user names and passwords. Only one individual may access the Service at the same time using the same user name and password. Client agrees to notify Terra Dotta immediately of any actual or suspected unauthorized use of any Authorized User's email address, user name, or password, or any other actual or suspected breach of security regarding the Service of which Client becomes aware. Client shall be fully responsible for use of the Service by Authorized Users and their compliance with the terms of the Agreement.

(b) To the extent permitted by Commonwealth of Virginia law, Client is responsible for any violation of the Agreement or the Terms of Use by Authorized Users. Client agrees to promptly notify Terra Dotta if Client becomes aware of any actual or suspected Authorized User's breach of the Agreement or the Terms of Use.

(c) Client is solely responsible for the accuracy and sufficiency of information and materials input or delivered by Client or its Authorized Users as part of the Service (the "**Client Data**"), and acknowledges that Terra Dotta has no responsibility or intent to review or monitor any Client Data. Client understands and agrees Terra Dotta has no liability for any Client Data lost or destroyed, without the fault of Terra Dotta, while Client or its Authorized Users access and/or use the Service.

(d) Client will provide Terra Dotta with cooperation, information, resources, access to Client-owned and licensed systems, as outlined in the Agreement, and any applicable exhibit, addendum, or Statement of Work, and as reasonably requested from time to time by Terra Dotta as necessary for Terra Dotta to perform its obligations under the Agreement. Terra Dotta is not responsible or liable for any delays or failures to perform based on Client's failure to provide any of the foregoing items.

(e) Client understands that successful use of the Service is dependent on Client's use of proper procedures and systems. Client shall be solely responsible for all decisions made using the Service, and acknowledges and agrees that the Service is strictly a tool to be used in conjunction with good and reasonable business judgment by competent personnel.

3. TERMINATION.

(a) Either party may terminate the Agreement if the other party materially breaches the Agreement and such breach is not cured within thirty (30) days after written notice.

(b) Either party may terminate the Agreement if: (i) the other party ceases to carry on business; (ii) the other party is insolvent or is otherwise generally not paying its debts as they become due; or (iii) the other party is the subject of any petition under any bankruptcy or other law for the protection of debtors, except an involuntary petition that is dismissed within 60 days after filing.

(c) For the avoidance of doubt, neither party may terminate the Agreement for convenience. If Client terminates the Agreement for convenience, or if Terra Dotta terminates the Agreement due to Client's material breach, then all fees that would have come due under the Agreement shall become due and payable to Terra Dotta upon receipt of an invoice from Terra Dotta. The parties acknowledge that Terra



Dotta's actual damages arising from such termination would be difficult to determine with accuracy and the parties agree that the payment obligation in the prior sentence is a reasonable estimate of Terra Dotta's damages and not a penalty.

(d) Nothing in this Section will limit Terra Dotta's rights under the Terms of Use to terminate, suspend, or block any individual Authorized User's use of all or part of the Service if Terra Dotta believes in good faith that such Authorized User has breached the Terms of Use.

(e) Within 30 days following termination of the Agreement, Terra Dotta will permit Client to export Client Data using the export capabilities of the Software or will provide Additional Services at Terra Dotta's then-current rates to transition data to Client, as indicated by Client at the time of termination. On or about thirty (30) days after termination, Terra Dotta will destroy Client Data in a manner consistent with industry best practice techniques.

4. FEES.

(a) Client shall pay Terra Dotta the amounts set forth in the Agreement and in any Statement of Work in accordance with the terms set forth herein. Unless otherwise set forth in the Agreement or a Statement of Work, Service subscription fees are payable in advance and all invoices will be due within thirty (30) days after invoice receipt. Late payments will be subject to interest at the rate of twelve percent (12%) annually, or the maximum amount allowed by applicable law if lower, calculated from the date when payment becomes overdue until payment is made. If a payment becomes thirty (30) days or more overdue, and has not been reasonably disputed by Client, Terra Dotta reserves the right to suspend Client's access to all or any part of the Service without liability to Terra Dotta, until payment is made in full. All payments shall be made in United States dollars and are non-refundable. Terra Dotta does not accept credit card payments. Client agrees to reimburse Terra Dotta for reasonable out-of-pocket expenses pre-approved in writing by Client.

(b) If Client claims tax-exempt status for any purpose in connection with the Agreement, Client represents and warrants that it is a tax-exempt entity and will provide Terra Dotta upon request with a correct copy of Client's tax-exempt certification. Otherwise, Client agrees to pay all sales, use, excise, VAT, and other taxes based on the Agreement, excluding taxes based on Terra Dotta's net income.

5. INTELLECTUAL PROPERTY.

(a) Client agrees that Terra Dotta and its third party licensors own all right, title, and interest, including copyright, patent, trade secret, and all other intellectual property rights, (i) in the Service, the Software, and the Sites, including but not limited to structure, organization, design, algorithms, templates, data models, flow charts, logic flow, screen displays, and report formats associated therewith; and (ii) in and to any suggestions, ideas, enhancement requests, recommendations, or other feedback provided by Client or Authorized Users relating to the Service, Software, or the Sites (without additional consideration beyond initial access to the Sites). Terra Dotta reserves all rights to the Service and Software not specifically granted herein. All Client Data shall remain the exclusive property of its owner.

(b) Client will not: (i) reverse engineer, decompile or disassemble the Software, and will not otherwise attempt to reconstruct or discover the source code or underlying algorithms for the Software; (ii) provide, lease, lend, rent, sell, or use for timesharing, service bureau, or hosting purposes or otherwise use or allow others to use the Service or Software for the benefit of third parties; or (iii) copy, modify, translate, distribute, disclose, sublicense, create derivative works from, transfer, display, or unbundle any of the Software or Service.



(c) Client hereby grants to Terra Dotta, during the Term, an irrevocable, royalty-free right and license to use for the purposes specified in the Agreement all Client Data and other materials, software, and data provided by Client to Terra Dotta in connection with the Agreement.

(d) If any third-party action, suit, or proceeding is brought against Client which alleges that the Service infringes any third party copyright or patent in force in the United States, or misappropriates a third party trade secret enforceable in the United States, or if an injunction or order is obtained against the use of the Service due to infringement allegations, or if the Service is likely to become the subject of such an injunction or order, Terra Dotta shall defend, indemnify and hold Client harmless from any judgments, damages, costs, or expenses (including reasonable attorney's fees). Terra Dotta has the right at its sole option and expense to: (i) modify or replace the Service to be non-infringing while preserving substantially similar functionality of the original Service; (ii) obtain the right to continue providing the Service; or (iii) if (i) and (ii) are commercially impracticable, terminate the infringing Service and refund to Client the fees paid to Terra Dotta for the Service in advance, pro-rated to reflect prior usage of the Service, provided that (i) Client notifies Terra Dotta promptly in writing of the claim, (ii) Terra Dotta has control of the defense and all related settlement negotiations, and (iii) Client provides Terra Dotta with all commercially reasonable assistance, information and authority to perform the above at Terra Dotta's expense. The foregoing indemnity shall not apply if the alleged infringement is attributable to: (i) the combination of the Service with any products not provided by Terra Dotta (including Third-Party Services) if the alleged infringement would not exist but for such combination, (ii) if the Service is modified or altered by any person or entity other than Terra Dotta, (iii) if the Service is used outside the scope of the Agreement, or (iv) written specifications or requirements provided by Client to Terra Dotta. THIS SECTION STATES TERRA DOTTA'S SOLE LIABILITY TO CLIENT WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS.

(e) Except to the extent Client is legally prohibited from indemnifying Terra Dotta, Client, at its expense, shall defend or at its option settle any third-party action, suit, or proceeding brought against Terra Dotta which alleges that any Client Data infringes any third party copyright or patent in force in the United States, or misappropriates a third party trade secret enforceable in the United States, or otherwise violates any third party rights, and shall pay damages awarded against Terra Dotta and any settlement amount agreed by Client, provided that (i) Terra Dotta notifies Client promptly in writing of the claim, (ii) Client has sole control of the defense and all related settlement negotiations, and (iii) Terra Dotta provides Client with all commercially reasonable assistance, information, and authority to perform the above at Client's expense.

6. CONFIDENTIALITY.

(a) "Confidential Information" means any information or data, including without limitation, any formula, pattern, compilation, program, device, method, technique, or process, that is identified by either party in writing as confidential or is of such a nature that a reasonable person would understand such data and/or information to be confidential that is disclosed by one party (a disclosing party) to the other party (a receiving party) pursuant to the Agreement, so long as such information is subject to reasonable efforts by the disclosing party to preserve its confidentiality. Confidential Information of Terra Dotta includes, but is not limited to; the Software, as well as the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, and screen displays associated with the Software; the Documentation; and Terra Dotta's sales and training materials and procedures. Confidential Information of Client includes (i) student education records as protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and defined in 20 U.S.C. § 1232g(a)(4)(A)(i), (ii) protected health information as protected by the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d) ("HIPAA"), and (iii) with respect to individuals that hold legal or resident status in the European Economic Area ("EEA"), or have rights afforded to them in the



EEA, the processing of personal data and the free movement of such data, shall be as provided for under GDPR (as defined in the GDPR Data Processing Addendum), as each may be amended from time to time. Confidential Information does not include information that: (i) is or becomes publicly known or available without breach of the Agreement; (ii) is received by a receiving party from a third party without breach of any obligation of confidentiality; or (iii) was previously known by the receiving party as shown by its written records.

(b) Except as required by law, a receiving party agrees, except as expressly authorized by the Agreement, not to, directly or indirectly, use, disclose, copy, or allow a third party access to the Confidential Information, except for third-party contractors and service providers working for the receiving party under terms of confidentiality substantially the same as the confidentiality terms herein. If a disclosure of Confidential Information is required by law, the required party shall use its best efforts to inform the other party prior to any such required disclosure so that the other party may seek a protective order or other remedy, and the required party shall reasonably assist the other party therewith. If the required remains legally compelled to make such disclosure, it shall only disclose that portion of the confidential information that, in the written opinion of its legal counsel, the required party is required to disclose.

(c) Notwithstanding anything to the contrary herein, Client agrees that Terra Dotta may: (i) derive and compile from the provision of the Service certain de-identified, aggregate, and/or analytical data, which shall not contain any Client-specific or any individually identifying information, and (ii) use this data for Terra Dotta's own purposes and without restriction, including, but not limited to, using the data in conjunction with data from other sources to improve Terra Dotta's products and services and create new data models and products.

(d) Each party acknowledges and agrees that any violation of this Section or the intellectual property rights of Terra Dotta may cause the disclosing party irreparable injury for which the disclosing party would have no adequate remedy at law, and that the disclosing party shall be entitled to seek preliminary and other injunctive relief against the receiving party for any such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, all other remedies or rights that disclosing party shall have at law or in equity.

(e) Upon the termination of the Agreement, the receiving party will return to the disclosing party or destroy, and certify such destruction to the disclosing party, all the Confidential Information delivered or disclosed to the receiving party, together with all copies in existence thereof at any time made by the receiving party. Notwithstanding the foregoing, the parties shall not be obligated to erase Confidential Information that is contained in an archived computer system backup that was made in accordance with a party's security and/or disaster recovery procedures; provided, however, that any such Confidential Information contained in such archived computer system backup shall be subject to the terms and conditions of the Agreement.

7. DATA PROTECTION AND SECURITY.

(a) In the course of providing the Service, Terra Dotta may have access to Client Data that contain student education records as defined under FERPA. To the extent that FERPA applies to the Service, the parties agree that, for the purposes of the Agreement, Terra Dotta is a "school official" under FERPA. Terra Dotta agrees that it shall use Client Data that may contain student education records solely as allowed by the Agreement. To the extent applicable, Client, for itself and any Authorized Users, shall be the sole data controller and responsible for complying with all applicable data protection or similar laws such as GDPR and laws that regulate the processing of personal data and special categories of data as such terms are defined in under GDPR. Client agrees to obtain all necessary consents and make all necessary disclosures before providing personal data via the Service.



(b) Client shall, for itself and on behalf of any Authorized Users, comply with all applicable local, state, federal and foreign laws in connection with its use of the Service, including, but not limited to, those laws related to data privacy, international communications, and the transmission of technical or personal data. Client shall immediately provide Terra Dotta with copies of all communications with any governmental, regulatory, or industry authority relating to the Service or the violation of any laws related to the Service.

(c) Terra Dotta will use commercially reasonable administrative, technical, and physical security measures to maintain the confidentiality of Client Data. Access to Client Data by Terra Dotta will be limited to Terra Dotta personnel with a need to know.

(d) Terra Dotta will maintain an information security program, including security policies, standards and procedures (collectively, “**Information Security Policy**”). All Terra Dotta personnel will undergo training on the Terra Dotta Information Security Policy. Terra Dotta will perform an independent, external security evaluation, audit, or review on a regular basis (but no less than annually).

(e) In the event Terra Dotta becomes aware that an unauthorized person has accessed Client Data or a security breach has occurred affecting Client Data held in the Service, Terra Dotta will promptly (within one business day) notify Client of the breach and take steps to limit and mitigate such breach to the extent possible.

(f) Unless otherwise agreed in writing by Terra Dotta, Terra Dotta is not obligated to provide access to data held in the Service regarding Authorized Users except through tools and features generally made available through the Service.

8. WARRANTIES AND DISCLAIMERS.

(a) Each party warrants that it has full authority to enter into the Agreement and is not bound by any contractual or legal restrictions from fulfilling its obligations hereunder.

(b) Terra Dotta warrants that the Service will substantially conform to the Documentation provided in connection with the Service. Client’s sole and exclusive remedy for breach of this warranty is for Terra Dotta to use commercially reasonable efforts to cause the Service to conform in accordance with the support and maintenance terms of the Agreement.

(c) Client represents and warrants that all Client Data provided to Terra Dotta in connection with Client’s use of the Sites and the Service: (i) is owned by Client, or Client has the full right to provide Client Data to Terra Dotta; (ii) does not infringe or misappropriate any copyright, trademark, trade secret, or other intellectual property right; (iii) does not violate any person’s right of privacy or publicity; and (iv) does not contain any unlawful, obscene, defamatory, or libelous material. Client further represents and warrants that its use of Client Data on the Sites or in connection with the Service is not in breach of any confidentiality obligation that Client has to any other person or entity.

(d) Terra Dotta does not warrant that the Service will operate uninterrupted or error-free. To the extent that data is being transmitted over a cell phone network, the Internet or Client’s network, Client acknowledges that Terra Dotta has no control over the functioning of the Internet, or any phone, cellular, or other non-Terra Dotta network and Terra Dotta makes no representations or warranties of any kind regarding the performance of any such networks. **EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, TERRA DOTT A AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF**



MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; WARRANTIES OF NON-INFRINGEMENT; OR ANY WARRANTIES ARISING AS A RESULT OF CLIENT USAGE IN THE TRADE OR BY COURSE OF DEALING.

9. LIABILITY; INSURANCE.

(a) Client agrees that the aggregate liability of Terra Dotta and its suppliers relating to the Agreement and the Service shall be limited to the amount of fees actually received by Terra Dotta from Client under the Agreement during the one-year period immediately preceding the event which gave rise to the claims. In no event shall either party be liable for any special, incidental, indirect, cover, consequential, exemplary, or punitive damages or any lost sales, profits, or data, even if such party is told that any of such damages may occur. Any action by either party must be brought within one (1) year after the cause of action arose.

(b) Terra Dotta, at its own cost and expense, shall obtain and maintain in force during the Term, the following insurance coverage issued by insurance companies with an A.M. Best rating of “A” or better or the functional equivalent: (i) a policy of commercial general liability insurance to afford protection to the limit of \$1,000,000 with respect to bodily injury or death and \$2,000,000 of general aggregate and products liability; (ii) a policy of Technology Errors & Omissions liability insurance which includes cyber liability coverage with a minimum limit of \$1,000,000; (iii) if an automobile is to be used by Terra Dotta in performing Additional Services for Client, a policy of comprehensive automobile liability insurance covering the operation of all automobiles used in connection with the performance of the Agreement with such policy to afford protection to the limit of \$1,000,000 with respect to bodily injury, death, or property damage for any one accident; and (iv) a policy of Worker’s Compensation insurance covering all officers, employees or agents of Terra Dotta who are in any way engaged in or connected with the performance of services for Client and Employers Liability insurance in the amount of \$500,000.

10. OTHER PROVISIONS.

(a) The parties are independent contractors, and nothing in the Agreement shall be construed as creating a joint venture, partnership, agent, or employment relationship between Terra Dotta and Client.

(b) Any notice or other communication required or permitted in the Agreement shall be in writing and delivered to the addresses listed on the Signature Page either: (i) by personal delivery; (ii) by certified mail; or (iii) by recognized express courier, and shall be effective upon receipt.

(c) Neither Client nor Terra Dotta may assign or otherwise transfer the Agreement without the prior written consent of the other party. Any permitted assignee must agree in writing to the terms of the Agreement.

(d) The Agreement may not be modified or waived except in a written document, signed by both parties. Any additional or conflicting terms on any purchase order for any products or services covered by the Agreement shall be void and without effect unless agreed to in a separate writing signed by both parties.

(e) Each party shall attempt in good faith to resolve any controversy, claim, or dispute of whatever nature arising out of or relating to the Agreement (“**Dispute**”) promptly by negotiation between executives or managers who have authority to settle the Dispute and who are at a higher level of management within each of the parties’ organizations than the parties’ normal project managers. Each party shall provide the other with all information and documentation relied upon by the party to substantiate its position with respect to the Dispute.



(f) Neither party shall be liable for any failure or delay in the performance of its obligations (except for payment obligations hereunder) due to causes beyond its reasonable control, including but not limited to war, sabotage, insurrection, riot, or other act of civil disobedience, act of any government affecting the terms hereof, acts of terrorism, accident, fire, explosion, flood, hurricane, severe weather, or other act of God, or failure of telecommunication or internet service providers.

(g) Neither the Service, Software, nor any direct product thereof or technical data related thereto, shall be exported or re-exported by Client in violation of any export or import regulations of the United States or any other applicable jurisdiction, including but not limited to the United States Export Administration Regulations and end-user, end-use, and country destination restrictions issued by the United States and other governments.

(h) There are no intended third-party beneficiaries of the Agreement, and nothing in the Agreement may be relied upon by, or shall benefit, any party other than Terra Dotta and Client.

(i) If any provision of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, then the invalidity or unenforceability shall not affect the other provisions of the Agreement and all provisions not affected shall remain in full force and effect. Both parties will attempt to substitute with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal, and commercial objectives of the invalid or unenforceable provision.

(j) Terra Dotta is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, or protected veteran status and will not be discriminated against on the basis of disability. To the extent applicable, each party will comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under the Agreement.



PRIVACY POLICY

1. INTRODUCTION.

Your privacy is important to you...and to us. So we'll protect the information you share with us.

This Privacy Policy relates to the personal information that Terra Dotta, LLC ("**Terra Dotta**") receives and collects through your access and use of (i) any websites we own, control, or otherwise operate, including without limitation, <http://terraddotta.com> (collectively "**Sites**"), and (ii) hosted software services, applications, resources, content, and material provided by Terra Dotta (the "**Services**").

In addition, please review our Terms of Use which governs your use of the Sites and Services. By using the Sites and Services, or by clicking to accept or agree to our Privacy Policy when this option is made available to you, you acknowledge that you have read and understood this Privacy Policy and the Terms of Use and accept our collection, use, and disclosure of your information and data, and other activities, as described below. If you do not agree to the terms of this Privacy Policy, please do not use the Sites or Services.

This Privacy Policy does not impact or change any of the privacy policies, terms, and/or agreements between you and any educational institution and other organizations that purchased the Services ("**Customers**"). We encourage you to review any applicable institutional privacy policies, terms, and agreements to see how your personal information may be used or disclosed by that institution.

2. PRIVACY SHIELD PARTICIPATION.

Terra Dotta participates in and has certified its compliance with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework. The Privacy Shield Framework relates to the collection, use, and retention of personal information transferred from the European Union and Switzerland to the United States. If there is any conflict between the terms in this Privacy Policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern with respect to personal information transferred from the European Union and Switzerland to the United States. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>.

With respect to personal information received or transferred pursuant to the Privacy Shield Framework, Terra Dotta is subject to the investigatory and enforcement powers of the U.S. Federal Trade Commission ("**FTC**"). For more information on how Terra Dotta processes personal data subject to GDPR, please review our Data Processing Agreement found at <https://www.terraddotta.com/GDPR.html>.

3. NOTICE OF INFORMATION COLLECTED AND USE.

We will inform you when we need information that personally identifies you (personal information) or allows us to contact you or provide you with the Services. Generally, this information is requested when you register for the Services or when you fill out our contact form on our main Site, or sign up for our newsletter or a webinar.

Terra Dotta may receive certain information about you from Customers during the implementation and provision of Services. For example, Customers may provide basic student or staff information, manually or through integration with student information or human resource systems, when they are setting up the Services for their use.



You may be able to log into the Services using single sign-on providers or single sign-on features of other products. These products will authenticate your identity and may share certain personal information with us such as your name and email address.

We use various methods and technologies to store or collect usage information (“**Tracking Technologies**”). A few of the Tracking Technologies used with the Sites and Services, include, without limitation, cookies, web beacons, embedded scripts, browser fingerprinting, entity tags, UTM codes (i.e., a code that you can attach to a custom URL in order to track a source, medium, and campaign name), and recognition technologies that make assumptions about users and devices. We use Tracking Technologies for a variety of purposes, including:

- **Strictly Necessary.** We use Tracking Technologies that we consider are strictly necessary to allow you to use and access the Sites and Services, including cookies required to prevent fraudulent activity, improve security, or allow you and our Customers to make use of the Services functionality.
- **Performance Related.** We use Tracking Technologies that are useful in order to assess the performance of the Sites and Services, including as part of our analytic practices or otherwise to improve the content, ads, products, or services offered through the Sites and Services.
- **Functionality Related.** We use Tracking Technologies that are required to offer you enhanced functionality when accessing the Sites and Services, including identifying you when you use the Services or keeping track of your specified preferences.
- **Targeting Related.** We use Tracking Technologies to deliver content, which may include ads, including those promoted by our Customers, that we deem relevant to your interests and third-party services based on how you interact with our advertisements and/or content. This includes using Tracking Technologies to understand the usefulness to you of the content and ads that have been delivered to you.
- **Analytics.** We use third party analytics tools, including but not limited to Google Analytics, that help us understand how users engage with the Sites and Services. Like many services, these analytic tools use first-party cookies to track user interactions, as in our case, where they are used to collect information about how users use the Sites and Services. This information is, among other reasons, used to compile reports and to help us improve the Sites and Service. In most instances, the reports disclose website trends without identifying individual visitors. You can opt out of being subjected to any of our analytic tools without affecting how you visit the Sites and Services. Further, third parties may use Tracking Technologies in connection with the Services, which may include the collection of information about your online activities over time and across third-party websites or online services as well as across your devices. We do not control those Tracking Technologies and we are not responsible for them. However, you accept that you will encounter third-party Tracking Technologies in connection with use of the Services and accept that our statements under this Privacy Policy do not apply to the Tracking Technologies or practices of such third parties.

After you sign up for the Services (subject to your consent where required by applicable law), we may send you text messages as part of a two-part authentication process. In addition, we and/or our Customers may send you text messages that provide marketing, promotional, and/or other information. We, our third-party service providers, and Customers use a variety of technologies that automatically (or passively) store or collect certain information whenever you we and/or our Customers send you a text message. This information will be stored or accessed using a variety of technologies that will be downloaded to your mobile device whenever you receive a text message.



In connection with use of the Services we may use location-based services in order to verify your location and, if we deem appropriate, deliver relevant content and ads based on your location. We also share your location with third parties (as set out below) as part of the location-based services we offer and for other commercial purposes. You can change the settings on your device to prevent it from providing us with such information. This location data is collected in a form that personally identifies you and will be used by us, our Customers, and our partners and licensees to provide and improve the Services or for other commercial purposes. You should consider the risks involved in disclosing your location information and adjust your mobile and browser settings accordingly.

Specific to our AlertTraveler mobile application, Terra Dotta will capture your GPS location to an accuracy of within 5 meters. This information is only updated under two conditions: (i) you move more than 25 km, or (ii) you have not updated your location within 24 hours. The capture of your location information is controllable by the user within AlertTraveler.

Do Not Track Disclosures. Do Not Track is a preference you can set on your browser to inform websites that you do not want to be tracked. We do not support Do Not Track (“DNT”). You can either enable or disable Do Not Track by visiting the preferences or settings page of your browser.

4. WHAT WE DO WITH THE INFORMATION YOU SHARE.

Terra Dotta will share your personal information with Customers and other third parties only in the ways that are described in this Privacy Policy. Terra Dotta shares information under the following circumstances:

- Information held in the Services may be accessed by and shared with Customers in order for Customers to manage its offerings and programs. Our Customers may use your Information to deliver product information from third parties to you through the Services.
- We will use your information to provide the Services, and we may provide information to companies that assist us in providing Services, such as a hosting provider or a customer service provider. These companies are authorized to use your information only as necessary to provide these Services and to assist with supporting our users.
- We may share your information in response to subpoenas, court orders, and other legal processes or governmental requests, or to establish or exercise our legal rights or defend against legal claims.
- Terra Dotta may share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, protecting and defending the rights or property of Terra Dotta, the Services and its users, violations of Terra Dotta Terms of Use, or as otherwise required by law.
- In the event that Terra Dotta is acquired by or merged with another company, Terra Dotta may share information regarding our users with that company. Terra Dotta will notify you before information about you is transferred that becomes subject to a different privacy policy.

5. ACCESS AND CONSENT.

Upon request, Terra Dotta will grant you reasonable access to personal information that it holds about you and was collected on our main Site, www.terradowta.com. Terra Dotta will take reasonable steps to permit individuals to correct, amend, or delete information about them that is shown to be inaccurate or incomplete. For access to information collected on one of our Customer-hosted sites, you should request access via the Institution directly and we will support them in providing you reasonable access to this information.



In addition, Terra Dotta allows users to modify the level of communications that you receive related to the Services. You may contact our Support Team through our support portal to obtain current information about how to modify the types of information that you receive from Terra Dotta.

6. ONWARD TRANSFER OF INFORMATION.

Terra Dotta will not disclose any personally identifiable information to a third party who is not a Terra Dotta contractor or agent (“**Agent**”) except as outlined above. For third parties acting as Terra Dotta’s Agent, Terra Dotta will ascertain that the third party subscribes to the Privacy Shield principles, is subject to the EU Data Protection Directive, or has entered into an agreement with Terra Dotta that is consistent with the Privacy Shield principles.

In the context of an onward transfer, Terra Dotta has responsibility for the processing of personal information it receives under the Privacy Shield and subsequently transfers to an Agent on its behalf. Terra Dotta shall remain liable under the Privacy Shield principles if its Agent processes such personal information in a manner inconsistent with such principles, unless Terra Dotta proves that it is not responsible for the event giving rise to the damage.

7. SECURITY.

Terra Dotta takes reasonable technical, administrative, and physical measures to protect the security of your personal information from unauthorized use, disclosure, and alteration.

When you place orders or access your personal account information, you're utilizing a secure connection via SSL, which encrypts your personal information before it's sent over the Internet.

Terra Dotta provides information and training to all employees who have access to personally identifiable data maintained by Terra Dotta, and Terra Dotta employees are responsible for the internal security of such information.

Terra Dotta takes all reasonable measures to ensure that such information is reliable for its intended use, and is accurate, complete, and current.

Inside the company, data is stored in password-controlled servers with limited access.

You also have a significant role in protecting your information. No one can see or edit your personal information without knowing your user name and password, so do not share these with others.

8. USERS OUTSIDE OF THE UNITED STATES.

Transfer of Your Information. The Services are operated in the United States and if you are located outside of the United States, please be aware that information we collect, including personal information, will be transferred to, and processed, stored, and used in the United States in order to provide the Services to you. Where GDPR applies and our processors of your personal information are located outside the European Economic Area, such transfer will only be to a recipient country that ensures an adequate level of data protection, or with your explicit consent.

Additional Rights Provided to EU Individuals.



- **Access and Portability:** You have the right to ask us to access the information we hold about you, including personal information, and be provided with certain information about how we use your such information and who we share it with. Where you have provided your personal information to us with your consent, you have the right to ask us for a copy of this data in a structured, machine readable format, and to ask us to share (port) this data to another data controller.

- **Right to deletion:** In certain circumstances, you have the right to ask us to delete personal information we hold about you:

- where you believe that it is no longer necessary for us to hold your data including personal information;
- where we are processing your personal information on the basis of legitimate interests and you object to such processing and we cannot demonstrate an overriding legitimate ground for the processing;
- where you have provided your personal information to us with your consent and you wish to withdraw your consent and there is no other ground under which we can process your personal information; or
- where you believe the personal information we hold about you is being unlawfully processed by us.

- **Restriction:** In certain circumstances, you have the right to ask us to restrict (stop any active) processing of your personal information:

- where you believe the personal information we hold about you is inaccurate and while we verify accuracy;
- where we want to erase your personal information as the processing is unlawful, but you want us to continue to store it;
- where we no longer need your personal information for the purposes of our processing, but you require us to retain the data for the establishment, exercise, or defense of legal claims; or
- where you have objected to us processing your personal information based on our legitimate interests and we are considering your objection.

In addition, you can object to our processing of your personal information based on our legitimate interests and we will no longer process your personal information unless we can demonstrate an overriding legitimate ground.

To exercise any of these rights above, please contact us at info@terradotta.com.

Please note that these rights are limited, for example, where fulfilling your request would adversely affect other individuals, where there are overriding public interest reasons, or where we are required by law to retain your personal information.

You can withdraw your consent at any time by contacting us at info@terradotta.com.



Complaints. In the event that you wish to make a complaint about how we process your personal information, please contact us in the first instance at info@terradotta.com and we will endeavor to deal with your request as soon as possible. This is without prejudice to your right to raise a complaint with a relevant supervisory authority.

9. CHILDREN'S PRIVACY.

Terra Dotta does not knowingly collect or maintain information acquired through the Sites or Services from persons under 13 years of age, and no part of the Sites or Services is directed to persons under 13 years of age. Any user under 13 years of age should not use or access our site at any time or in any manner. If Terra Dotta learns that personally identifiable information of persons less than 13 years of age has been collected from our site without verified parental consent, then Terra Dotta will take the appropriate steps to delete this information.

10. YOUR RIGHTS

Depending upon where you reside, you may have the following rights with regard to your personal information:

Right	Applies To
The right to opt out of use of your personal information for the purposes of targeted advertising.	Residents of Virginia only
The right to access the personal information that we have collected about you.	Residents of California, Canada, Australia, the European Union and/or the European Economic Area, the United Kingdom, and Virginia only
The right to know whether your personal information is sold or disclosed and to whom.	Residents of California only
The right to say no to the sale of your personal information.	Residents of California, Nevada, and Virginia only
The right to opt out of the sharing of your personal information.	Residents of California only
The right to opt out of the use of your personal information for the purposes of profiling in furtherance of decisions that produce legal or similarly significant effects concerning you.	Residents of Virginia only
The right to request that we delete all or some of the personal information that we have collected on you.	Residents of California, the European Union and/or the European Economic Area, the United Kingdom, and Virginia only
The right not to be discriminated against based upon your exercise of your privacy rights.	Residents of California only

The right to equal service and price, even if you exercise your privacy rights.	Residents of California and Virginia only
The right to ask us to transmit your personal information that we have collected on you to another provider (where technically feasible).	Residents of California, the European Union and/or the European Economic Area, and the United Kingdom only
The right to request that we amend any of the information that we have collected about you.	Residents of California, Canada, Australia, the European Union and/or the European Economic Area, the United Kingdom, and Virginia only
The right to withdraw your consent to the processing of your data.	Residents of Canada, the European Union and/or the European Economic Area, and the United Kingdom only
The right to request that we restrict the processing of your data.	Residents of the European Union and/or the European Economic Area and the United Kingdom only
The right to lodge a complaint regarding our collection, sharing and processing of data with competent authorities in the proper jurisdiction.	Residents of Canada, Australia, the European Union and/or the European Economic Area, and the United Kingdom only
The right to not have to identify yourself, or of using a pseudonym in certain circumstances.	Residents of Australia only
The right to stop receiving unwanted direct marketing.	Residents of Australia and the European Union and/or the European Economic Area only
The right to request your personal information in a portable and, to the extent feasible, readily usable format that allows you to transmit that information to another entity.	Residents of Virginia only
The right to limit the use and disclosure of your sensitive personal information.	Residents of California only
The right to receive the personal information that we hold about you in a portable and, to the extent feasible, a readily usable format that allows you to transmit this information to another entity.	Residents of California only

11. EXERCISING YOUR RIGHTS.

You may exercise the rights specified above by submitting a consumer request to info@terradotta.com



You may also designate an authorized agent to exercise your rights on your behalf. You may designate an agent via any of the ways used to submit requests on your behalf. We will request the agent to provide information to verify that he or she has the authority to submit requests on your behalf.

Please note that we may not be able to process your request if you and/or your designated agent do not provide us with the above information.

We will respond to most consumer requests within 30 to 45 days of receipt, depending upon where you reside. However, some requests may take longer. We will notify you in writing if we need more time to respond. We have the ability to deny your request(s) if certain exceptions in the law apply. If we do deny your request, we will provide you with the reasons for such denial.

You have the right to appeal a refusal to take action on a rights request. You may file an appeal to us at the contact information provided above. We will respond to most appeal requests within 45 days of receipt. However, some requests may take longer. We will notify you in writing if we need more time to respond (up to 90 days total). In our response to your appeal, we will inform you of any actions taken or not taken and the reason(s) as to why. Normally, we do not charge a fee to process or respond to consumer requests. However, we may charge a fee for a second or subsequent request within a 12-month period.

12. DISPUTE RESOLUTION.

Any questions or concerns regarding the use or disclosure of personal information should be directed to Terra Dotta pursuant to the contact information below. Terra Dotta will investigate and attempt to resolve complaints and disputes regarding use and disclosure of personal information in accordance with the principles contained in this Privacy Policy. In compliance with the Privacy Shield Principles, Terra Dotta commits to resolve complaints about our collection or use of your personal information within 60 days. EU and Swiss individuals with inquiries or complaints regarding our Privacy Shield policy should first contact Terra Dotta at:

info@terraddotta.com

1330 Environ Way
Chapel Hill, NC 27517

Terra Dotta and you agree that disputes that cannot be resolved after good faith discussions may be referred to the International Centre for Dispute Resolution/American Arbitration Association (“**ICDR/AAA**”) for resolution by binding arbitration at no cost to you. If you do not receive timely acknowledgment of your complaint from us, or if we have not addressed your complaint to your satisfaction, please contact ICDR/AAA at <http://go.adr.org/privacyshield.html> for more information or to file a complaint.

13. IN THE EVENT OF MERGER, SALE, OR BANKRUPTCY.

In the event that all or part of Terra Dotta is acquired by or merged with a third party entity, Terra Dotta may transfer or assign the personally identifiable information held by Terra Dotta as part of such merger, acquisition, or other change of control. In the unlikely event of Terra Dotta's bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, or the application of laws or equitable principles affecting creditors' rights generally, Terra Dotta may not be able to control how personal information is treated, transferred, or used.



14. CHANGES TO THIS PRIVACY POLICY.

This Privacy Policy may be revised periodically by Terra Dotta, as reflected by the “last updated” date below. Please revisit this page to stay aware of any changes.

15. CONTACT INFORMATION.

Terra Dotta welcomes questions and comments regarding this Privacy Policy. We may be contacted at:
info@terradotta.com

1330 Environ Way
Chapel Hill, NC 27517

Last Updated: January 2023



GDPR DATA PROCESSING ADDENDUM

THIS DATA PROCESSING ADDENDUM (this “**Addendum**”) applies if Client is a data controller subject to GDPR (defined below) and Terra Dotta is its data processor with respect to personal data. Capitalized terms used in this Addendum but not defined have the meaning set forth in the Agreement or under GDPR, as applicable.

1. DEFINITIONS. As used herein the following terms shall have the following definitions:

a. “**controller**”, “**processor**”, “**data subject**”, “**personal data**” and “**processing**” (and “**process**”) shall have the meanings given in Privacy Laws, as applicable to the processing of Client Personal Data under the Agreement.

b. “**Client Personal Data**” means personal data supplied by Client or its users to Terra Dotta in connection with the Terra Dotta Services provided under the Agreement.

c. “**GDPR**” means the General Data Protection Regulation, Regulation (EU) 2016/679.

d. “**Terra Dotta Software**” means Terra Dotta’s standard software solution that assists institutions in managing study abroad and international education programs and international travel by its students, faculty and personnel.

e. “**Privacy Laws**” means all applicable U.S. and international laws that regulate the use, disclosure and processing of personal data. Privacy Laws include as applicable GDPR and other applicable laws that specify privacy, data protection, security, or security breach notification obligations that apply to personal data.

f. “**Terra Dotta Services**” means the Software-as-a-Service, hosting, technical support, and other services provided by Terra Dotta to Client, solely to the extent agreed by the parties pursuant to the Agreement.

2. ROLES OF THE PARTIES UNDER GDPR. The parties acknowledge and agree that Client is the controller and Terra Dotta is a processor with regard to the processing by Terra Dotta of Client Personal Data under the Agreement. The subject matter, nature and purpose of Terra Dotta’s processing are limited to providing the Terra Dotta Services under the Agreement. The duration of the processing is the Term. Data subjects include authorized users of Client as defined in the Agreement.

3. INSTRUCTIONS FOR PROCESSING. Terra Dotta shall process Client Personal Data only to provide Terra Dotta Services in accordance with the Agreement and this Addendum, which the parties agree serve as Client’s documented instructions. Client may provide additional instructions to Terra Dotta to process Client Personal Data, provided that Terra Dotta shall be obligated to perform such additional instructions only if they are required under applicable law and consistent with the terms and scope of the Agreement and this Addendum. Client represents and warrants that any instructions provided by Client do not violate any Privacy Laws, and Client will indemnify Terra Dotta for all costs (including reasonable attorney fees) Terra Dotta may incur if Client instructions do violate Privacy Laws.

4. TERRA DOTT A PERSONNEL. Terra Dotta shall require its personnel who have access to Client Personal Data to: (a) receive appropriate training on their responsibilities regarding the handling and safeguarding of Client Personal Data, and (b) agree to comply with confidentiality obligations that survive the termination of such personnel’s employment.



5. SECURITY MEASURES. Client and Terra Dotta each shall maintain (taking into account the state of the art, the costs of implementation and the nature, scope, context, and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons), appropriate technical and organizational measures to protect against loss, alteration, unauthorized disclosure of, or access to Client Personal Data.

6. COMPLIANCE WITH PRIVACY LAWS. Client and Terra Dotta each agree to comply with all Privacy Laws. As between the parties, Client shall be solely responsible for the accuracy, quality, and legality of Client Personal Data and the means by which Client obtained Client Personal Data.

7. STANDARD CONTRACTUAL CLAUSES. Terra Dotta agrees to process personal data in conformity with Article 28 of the GDPR. In the event the personal data subject to the GDPR is transferred by Terra Dotta from the European Union to a third country, Client and Terra Dotta agree that if there is no other legitimate basis for transferring the data as permitted in the GDPR (e.g., Terra Dotta is a member of the U.S. Privacy Shield and the U.S. Privacy Shield is recognized as a valid method of compliance), then Client and Terra Dotta agree that the terms and conditions of the “Standard Contractual Clauses” created revised by the European Commission as of June 4, 2021 shall apply, which may be found here: https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en, with Terra Dotta taking on the obligations of the “processor” and Client taking on this obligations of the “controller” (i.e., Module 2) unless another data processing Agreement is entered into between the parties, or the applicable governing body issues other superseding clauses.

8. RIGHTS OF DATA SUBJECTS. To the extent permitted by law, Terra Dotta will tell data subjects who make requests to Terra Dotta exercising their data subject rights (such as deletion, rectification, and data portability requests) with respect to Client Personal Data to contact Client directly regarding such request. Client shall be solely responsible for responding to such requests from data subjects. If the Terra Dotta Software does not provide Client the ability to respond to such requests, then, upon Client’s request, Terra Dotta will provide reasonable assistance to Client to respond to such requests. Depending on the nature of such assistance, Terra Dotta reserves the right to charge Client for assistance with such requests.

9. SECURITY INCIDENTS. Each party shall, to the extent permitted by law, notify the other party without undue delay after becoming aware of a personal data breach involving Client Personal Data (“Security Incident”). Each party shall provide reasonably requested assistance to the other party in dealing with any Security Incident, taking into account the nature of processing and the information available to such party. Neither party shall make any public announcement about a Security Incident without the prior written consent of the other party, unless required by applicable law.

10. DELETION OF CLIENT PERSONAL DATA. Upon termination or expiration of the Agreement, Terra Dotta will delete Client Personal Data in its possession as set forth in the Agreement, unless otherwise permitted by applicable law.

11. GOVERNMENT ACCESS REQUESTS. Unless prohibited by applicable law or a legally binding request of law enforcement, Terra Dotta shall promptly notify Client of any request by a government agency or law enforcement authority for access to or copy of Client Personal Data.

12. AUDITS. Subject to reasonable notice, and at Client’s expense (including fees and expenses to compensate Terra Dotta for its time and out of pocket costs involved in responding to any audit request), Terra Dotta shall provide Client with reasonably requested information regarding Terra Dotta’s security program and systems and procedures that are applicable to the Terra Dotta Services, as necessary to



demonstrate Terra Dotta's compliance with Privacy Laws, and as reasonably necessary to allow for audits of the same. Audits will occur at most annually or following notice of a Security Incident.

13. SUBPROCESSORS. Client grants a general authorization to Terra Dotta to appoint subprocessors to support the performance of the Terra Dotta Services, including data center providers. Upon request, Terra Dotta will provide Client with a list of such subprocessors. If Client has an objection to any such subprocessor, Terra Dotta will work with Client to address any such concerns. Terra Dotta will ensure that any subprocessor it engages on its behalf in connection with this Addendum agrees in a written contract to subprocessor terms substantially as protective of Client Personal Data as those imposed on Terra Dotta in this Addendum (the "**Subprocessor Terms**"). Terra Dotta shall be liable to Client for any breach by a subprocessor of any of the Subprocessor Terms.

14. ENTIRE ADDENDUM; CONFLICT. This Addendum supersedes and replaces all prior and contemporaneous statements, understandings, and communications, oral and written, with regard to the subject matter of this Addendum. If there is any conflict between this Addendum and the Agreement, the terms of this Addendum shall control. Except as expressly set forth in this Addendum, the terms of the Agreement shall remain in place. For the avoidance of doubt, the parties intend that the limitations on liability clauses in the Agreement shall apply to this Addendum.



SERVICE LEVEL AGREEMENT (SLA)

THIS SERVICE LEVEL AGREEMENT (this “SLA”) is by and between Terra Dotta and Client. Capitalized terms used in this SLA but not defined have the meaning set forth in the Agreement.

1. SUPPORT.

(a) Terra Dotta will provide general advice on the operation and use of the Service to Client’s designated Contact Persons (defined below) and assistance with suspected failures of the Service to operate substantially in accordance with the Documentation (“**Errors**”) that are reported to Terra Dotta. If a reported Error causes the Service or any material part to be inoperable, or if such Error substantially adversely affects Client’s use of the Service, Terra Dotta will use commercially reasonable efforts either to correct the Error or to provide a workaround as expeditiously as possible. Terra Dotta does not warrant or represent that all Errors can and will be corrected. Certain Errors may be addressed by reasonable workarounds or updated Documentation.

(b) Client agrees to provide end-user support to Authorized Users of the Service. When Authorized Users encounter a problem with the Service, they must seek assistance from Client’s support contacts. Client may designate up to six (6) individuals (collectively, “**Contact Persons**”) to communicate with Terra Dotta on support questions. Before contacting Terra Dotta with a question, a Client Contact Person shall recreate and verify the alleged problem and shall take reasonable steps to resolve the question, including without limitation, by reviewing the Documentation or searching Terra Dotta’s knowledge-base system and other support resources. If a Contact Person can replicate the problem (e.g., using a different computer, browser and/or login ID), the problem should be referred to Terra Dotta by Client through Terra Dotta’s support website (<http://support.terradotta.com>). Terra Dotta shall have reasonable access to Client’s staff, system, passwords, and data, and Client shall provide information and perform tasks as reasonably requested by Terra Dotta to aid in the resolution of Errors.

(c) Terra Dotta may identify technical or other issues arising from: (i) non-Terra Dotta hardware or software; or (ii) improper use, operation, or neglect of the Service. In such cases, Terra Dotta reserves the right to charge Client for correcting such issues at then-current rates for Additional Services.

(d) All support Services will be provided in English.

2. MAINTENANCE AND SERVICE AVAILABILITY.

(a) Terra Dotta will use commercially reasonable efforts, commensurate with the severity of the error, to correct any malfunction, defect, or non-conformity in the operation of the Services to substantially perform in accordance with the Documentation. Client shall conduct reasonable and adequate research with respect to a Defect or related issue prior to contacting Terra Dotta for assistance. Client is obligated to respond promptly to all reasonable Terra Dotta requests for pertinent information, documentation, technical and other assistance to assist Terra Dotta in resolving problems. A reported error shall be logged and tracked by Terra Dotta, assigned a tracking identifier which can be used by Client to refer to the reported error, and will remain open until the issue is resolved.

(b) Assignment of severity level will be mutually agreed upon by Terra Dotta and Client.

(c) Terra Dotta shall use commercially reasonable efforts to deliver a solution or an action plan to correct any such reported malfunction, defect, or non-conformity as follows:

Level	Description	Time for Initial Response	Time for Resolution/Action Plan
Level 1 - Catastrophic	Defined as a condition in which all or a critical portion of the service is down	2 Business Hours	24 Hours
Level 2 - High Impact	Defined as a condition in which service is disrupted, but there is some capacity to operate and conduct business for essential all of Client's users	8 Business Hours	3 Business Days
Level 3 - Non Critical	Defined as a condition whereby Client has experienced a partial, non-critical loss of functionality	24 Business Hours	20 Business Days
Level 4 - Cosmetic	Defined as a condition whereby functionality of the Terra Dotta service is not affected and works as anticipated, but a change is desired	5 Business Days	TBD

For a Level 1 Catastrophic failure, both parties agree to activate a management call-out and escalation list for the purpose of problem resolution.

(d) Terra Dotta will provide help line support, which includes general technical information and assistance with problem determination, isolation, verification, and resolution during the hours of 8:00 a.m. to 5:00 p.m. Eastern time, excluding weekends and Terra Dotta holidays, via toll-free telephone, facsimile, electronic mail, or other electronic means agreed to by Terra Dotta and Client. Terra Dotta will additionally provide help line support during business hours for two weekends a year as selected and communicated at least thirty (30) days in advance by Client.

(e) Terra Dotta shall not be obligated to provide support if the Service is not used in accordance with the then current Documentation or if any Defect reported by Client is found by Terra Dotta to be due to a cause other than the Service as delivered by Terra Dotta.

(f) Terra Dotta maintains that its own internal monitoring is sufficient to quickly detect and respond to any service outage without notification by Client. Through the statuspage.terraddotta.com service, Terra Dotta will enable Client to subscribe to notifications via email or SMS posted by Terra Dotta for any outages greater than 15 minutes.

(g) Terra Dotta shall provide to Client all extensions, enhancements, and other changes, which it believes to be logical improvements to the Software and which Terra Dotta makes generally available on a commercial basis, without charge except for any required professional services, provided Client is not in breach of the Agreement for non-payment. Terra Dotta will provide at least a five (5) business day notification to Client and will provide details on the changed functionality.



(h) Terra Dotta shall provide support for both the latest version (“**Current Release**”) and the immediately preceding version (“**Prior Release**”) of the Service (collectively referred to as the “**Supported Releases**”). Terra Dotta will continue to use commercially reasonable efforts to correct serious defects or exposures found in the Supported Releases of the Service.

(i) Terra Dotta perform maintenance to the Service or any other elements of the hardware or infrastructure necessary for the provision of the Service contemplated under the Agreement during the Scheduled Maintenance Window. During such maintenance, Client may not be able to access the Service, but Terra Dotta will use reasonable efforts to maintain at least one page at the standard URL that informs Authorized Users that maintenance is underway along with an estimate of when the service resume. Terra Dotta will notify Client at least five (5) Client business days in advance of any such scheduled maintenance that will result in an outage, with its expected timing and duration. Terra Dotta will similarly notify Client of any changes to previously announced outages. Terra Dotta will use commercially reasonable efforts to keep the frequency and duration of impeded access during the maintenance period to a minimum. Terra Dotta may change its Scheduled Maintenance Window upon prior notice to Client at least two (2) Client business days in advance. The method of communication for such changes, or to report outages or system issues, will be email notifications distributed to a list of email contacts as specified by the Client, except that Level 1 catastrophe failures detected by Terra Dotta will also be reported to a telephone number specified by Client. Terra Dotta notices of problems, or responses to Client problem reports, will include Terra Dotta’s best estimates of the expected time to return to service.

(j) Terra Dotta shall use reasonable efforts to provide availability of the Service for at least ninety-nine and point nine seven percent (99.97%) of the time (determined monthly), seven (7) days a week, twenty-four (24) hours per day not including any unavailability that:

- (i) lasts less than ten (10) minutes (but no more than two (2) such excluded outages in a twenty-four (24) hour period);
- (ii) results from failure of Client’s hardware or software;
- (iii) results from the failure of a communication service or other outside service or equipment not within the control of Terra Dotta, its subcontractors, and/or partners;
- (iv) is beyond the reasonable control of Terra Dotta, its subcontractors, and/or partners;
- (v) is attributable to Client’s actions or inactions which contradict this SLA or applicable Documentation, or which are otherwise negligent or constitute willful misconduct;
- (vi) relates to Internet access and related problems beyond the demarcation point of the Service;
- (vii) failures of access circuits to the Service, unless such failure is caused by the equipment, software, or personnel of Terra Dotta or its hosting provider;
- (viii) suspensions or terminations of the Service as allowed hereunder;
- (ix) issues associated with Client’s equipment, networks, power, internet service providers, or other of Client’s internet connections; or



- (x) **“Scheduled Maintenance,”** which shall mean intentional downtime for the Service when maintenance will be conducted. The window for such maintenance to occur shall be between the hours of 10:00 p.m. to midnight Eastern time Monday – Friday in the United States, and between 7:00 a.m. and 10:00 a.m. Eastern time on Saturday (**“Scheduled Maintenance Window”**).

(k) In the event of an emergency which requires maintenance or other unavailability without a 2 business day notice, Terra Dotta shall use its reasonable best efforts to notify Client as soon as it is possible of the planned maintenance start and Terra Dotta’s best estimate as to when the Service will be made available again. Terra Dotta shall notify Client as soon as the Service is available again. For any unavailability during the hours 8:00 a.m. to 8 p.m. Central time Monday – Friday, Terra Dotta shall keep Client Contacts notified every hour for which any unavailability extends beyond the originally estimated time.

(l) In the normal course of business, Client shall contact the designated Terra Dotta support representative to address questions and resolve issues. However, in the event that Client believes that service levels provided in this SLA are not being met, Client shall escalate the issues as follows:

Severity Level:	Terra Dotta Level:	Phone:
Level 1	CTO	919-457-7004
Level 2	Director	877-368-8277 ext. 114
Level 3	Director	877-368-8277 ext. 114
Level 4	Director	877-368-8277 ext. 114

(m) In the event that the Service availability uptime as specified in (j) is not met, Client, as its sole and exclusive remedy for failure or nonperformance of the Service, may request a service credit as follows. Credits are applicable only to Client’s next invoice hereunder, and Client shall not be entitled to any refund for failure under the SLA:

Monthly Uptime Percentage	Monthly Service Credit Percentage
Less than 99.97%	5% of the applicable monthly fee



PROFESSIONAL SERVICES ADDENDUM

1. SCOPE OF SERVICES. Terra Dotta will provide Client with professional services (the “Services”) described in the Agreement (a “Service Order”). All Service Orders shall be deemed part of and subject to this Addendum. All initial capitalized terms in this Addendum that are not defined in this Addendum shall have the respective meanings given to them in the Agreement.

2. CHANGE ORDERS AND ADDITIONAL SERVICES.

(a) **Change Orders.** If Client or Terra Dotta requests a change in any of the specifications or requirements in a Service Order, the party seeking the change shall propose the applicable changes by written notice. Within two (2) business days of receipt of the written notice, each party’s project manager shall meet, either in person or via conference call, to discuss and agree upon the proposed changes. Terra Dotta will prepare a change order describing the proposed changes and the applicable change in fees and expenses, if any (each, a “Change Order”). Change Orders are not binding unless and until they are executed by both parties. Executed Change Orders shall be deemed part of, and subject to, this Addendum. If the parties disagree about the proposed changes, the parties shall promptly escalate the change request to their respective senior management for resolution.

(b) **Additional Services.** Terra Dotta will not be obligated to provide any services not set forth in the Agreement. However, upon agreement in writing in any Statement of Work or other such writing approved by Client, Terra Dotta shall provide additional services (“Additional Services”) at Terra Dotta’s then-current rates. Additional Services include, but are not limited to the following: (i) on-site service of any kind; (ii) installation, data conversion, or system integration services; (iii) consulting; (iv) custom development; (v) technical services; (vi) service or maintenance of third-party software, operating software, hardware, or other equipment; (vii) services caused by Client’s fault, misuse, negligence, or failure to perform Client’s responsibilities; and (viii) services caused by a malfunction of or problem with any product or goods other than those licensed by Terra Dotta.

3. PROFESSIONAL SERVICES WARRANTY.

(a) **Professional Services Warranty.** Terra Dotta warrants that (i) it and each of its employees, consultants, and subcontractors, if any, that it uses to provide and perform the Services has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Services; and (ii) the Services will be performed for and delivered to Client in a good, diligent, workmanlike manner in accordance with industry standards. Terra Dotta’s ability to successfully perform hereunder is dependent upon Client’s provision of timely information, access to resources, and participation. If through no fault or delay of Client the Services do not conform to the foregoing warranty, and Client notifies Terra Dotta within thirty (30) days of Terra Dotta’s delivery of the Services, Client may require Terra Dotta to re-perform the non-conforming portions of the Services.

(b) **Disclaimer.** SECTION 3(a) SETS FORTH THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES RELATED TO THE SERVICES UNDER THIS ADDENDUM. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, AND NON-INFRINGEMENT. EXCEPT AS PROVIDED HEREIN, THE SERVICES PROVIDED TO CLIENT ARE ON AN “AS IS” AND “AS AVAILABLE” BASIS.

ATTACHMENT D

James Madison University
Information Technology Services AddendumCONTRACTOR NAME: Terra Dotta, LLCPRODUCT/SOLUTION: Study Abroad and ISSS**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.

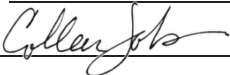
11. Compliance:

- 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: 

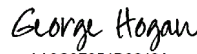
PRINTED

NAME: Colleen Johnson

TITLE: Lead Commodity Contract Officer & Project Manager

DATE: 9/27/2023

DocuSigned by:

SIGNATURE: 

PRINTED

NAME: George Hogan

TITLE: Chief Sales officer

DATE: 9/25/2023

REV: March 23, 2020

ATTACHMENT E

Commonwealth of Virginia Agency
Contract From Addendum to Contractor's Form

AGENCY NAME: James Madison University

CONTRACTOR NAME: Terra Dotta, LLC

DATE: 9/25/2023

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 

Title Lead Commodity Contract Officer & Project Manager

Printed Name Colleen Johnson

DocuSigned by:

AA0C8F054D9649A...

CONTRACTOR by Chief Sales Officer

Printed Name George Hogan

April, 2017

REQUEST FOR PROPOSAL

RFP# CMJ-1187

Issue Date: August 14, 2023

Title: Study Abroad and International Student and Scholar Services Management SaaS

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 September 7, 2023 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 Senior, 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:

Terra Dotta, LLC

1330 Environ Way

Chapel Hill, NC 27517

By:

DocuSigned by:
Laura Matrazzo
AAA920B1D1FB4BC...
(Signature in Ink)

Name:

Laura Matrazzo

(Please Print)

Date: September 7, 2023

Title:

Senior Account Executive, Terra Dotta

Web Address: <https://www.terradotta.com/>

Phone:

Email: laura.matrazzo@terradotta.com

ACKNOWLEDGE RECEIPT OF ADDENDUM:

DS DS DS DS DS (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.



RFP# CMJ-1187

Study Abroad and International Student and
Scholar Services Management SaaS



Table of Contents

Table of Contents	2
Cover Letter	4
Small, Woman-Owned and Minority Participation	6
Response to Statement of Needs	7
Requirement 1	7
Requirement 2	9
Requirement 3	10
Requirement 4	11
Requirement 5	11
Requirement 6	12
Requirement 7	13
Requirement 8	14
Requirement 9	14
Requirement 10	14
Requirement 11	14
Requirement 12	15
Requirement 13	15
Requirement 14	15
Requirement 15	15
Requirement 16	16
Requirement 17	16
Requirement 18	17
Requirement 19	17
Requirement 20	17
Requirement 21	17
Requirement 22	18
Requirement 23	18
Requirement 24	18
Requirement 25	18
Requirement 26	18
Requirement 27	19
Requirement 28	20
Requirement 29	20
Expertise & Qualifications	21
Security and Documentation	22
Requirement 1	22
Requirement 2	22
Revenue from VASCUPP Member Institutions	23

Cost Sheet	24
Attachments	25
ATTACHMENT A: OFFEROR DATA SHEET	25
ATTACHMENT B: Small, Women and Minority-owned Businesses (SWaM) Utilization Plan	27

Cover Letter

James Madison University
Colleen Johnson
Buyer Senior, CUPO
RFP# CMJ-1187

Dear Friends of James Madison University,

Terra Dotta extends its warmest regards to you and the entire James Madison University community as we present this renewal Proposal in response to your ongoing partnership with us for the Study Abroad Program Management and International Student and Scholar Services SaaS modules. We deeply value the collaboration we have shared and the trust you have placed in us to support your Global Engagement operations. This Proposal reflects our commitment to continuously enhance the value we bring to your institution.

We acknowledge that over the years, Terra Dotta has encountered challenges. These experiences have underscored the importance of refining our approach and strengthening our commitment to your satisfaction. In response, we have undertaken a series of proactive measures to address these issues head-on and ensure a higher level of service and product quality.

Our dedication to delivering an exceptional customer experience has led us to launch comprehensive customer success initiatives. These initiatives are designed to provide you with a dedicated support system that listens to your feedback and understands your unique needs. We are expanding our account teams to ensure a more personalized approach, enabling us to work closely with you to navigate challenges and seize opportunities. Recognizing the power of collective wisdom, we are also excited to introduce customer user groups, ensuring customer alignment with product roadmapping.

Furthermore, we are prioritizing product stability as a foundational element of our offerings. Our commitment to technical excellence and rigorous quality assurance processes will result in a more robust and dependable software solution.

Our teams, including Account Executives, Customer Success, and Support, are poised to collaborate seamlessly with George Mason University to ensure a smooth and productive partnership.

Thank you for entrusting Terra Dotta with your Study Abroad Program Management and International Student and Scholar Services. We look forward to continuing this fruitful partnership, learning from your insights, and growing together as we contribute to the success of James Madison University on the global stage.

Signature:  AAA920B1D1FB4BC...

Your primary point of contact at Terra Dotta throughout the RFP process is:

Laura Matrazzo

Senior Account Executive

(919) 428-3463

laura.matrazzo@terradotta.com

Small, Woman-Owned and Minority Participation

Please find Attachment B in the Attachment's Section

Response to Statement of Needs

Requirement numbers below match the “Statement of Needs” Application requirements listed in RFP# CMJ-1187

Requirement 1

Describe the features, functionality, administration, and ease of use of proposed Study Abroad & International Student/Scholar Management System. Elaborate on analytic tools embedded in the functionality of the software, particularly as it pertains to the management of study abroad applications and international student record data.

Terra Dotta’s ISSS and Study Abroad solutions offer intuitive and user-friendly features and functionalities for applicants, students, administrators, and other campus stakeholders. As JMU is a current client, already using both the Terra Dotta ISSS and Terra Dotta Study Abroad solutions, many JMU stakeholders will be familiar with functionality. Highlights of functionality are outlined throughout this document.

STUDY ABROAD: The Study Abroad program catalog features include an appealing and searchable repository of all programs available to your study abroad applicants. Each program will have a corresponding program webpage that allows you to publicly provide relevant information, and ‘market’ the program to your students and other audiences.

The Study Abroad application is the list of requirements that must be completed in order for an applicant to apply for a program. With Terra Dotta, you can customize the application requirements based on the program, student, and/or phase. Application phases include pre-decision (application), post-decision (pre-departure), while abroad, and returnee. In each of these phases, different application requirements can be deployed, further allowing for configuration to meet your office and process needs.

Study Abroad administrative tools will assist with the day-to-day management of your website, programs, processes, and students. Our administrative tools are robust and give you the power to set up automatic communication with your students, create reports and dashboards, keep tabs on applicants in all phases, and much more. These tools will change how you do your work on a daily basis and even the way you interact with your students.

Your Study Abroad website allows for information to be available to all site visitors. This can include everything from information about the office, how to apply to programs, updates for parents, and the list goes on. Terra Dotta software gives you the power to manage that information from the same administrative area as the rest of your daily tasks.

Study Abroad search features allow your administrators and students to research study abroad programs on the public-facing website. The software supports three types of website program searches: keyword search, quoted search, phrase-based search, and advanced search filters.

For administrators, there are internal search options to easily find and manage student applications and programs.

ISSS:

Terra Dotta ISSS allows JMU to monitor and maintain compliance:

- JMU can create and update SEVIS records in batch and RTI
- JMU can ensure that your advisee data is accurate both before and after SEVIS batching and in reports
- JMU can leverage powerful workflow management tools to track and review advisee requests
- JMU can enter internal notes for quick communication with colleagues

Terra Dotta ISSS allows JMU to centralize business processes and streamline your workload:

- JMU can update records in groups instead of individually
- Terra Dotta can integrate with your Student Information System to ensure up-to-date information and reduce data entry
- JMU can create advanced, shareable reports utilizing data analytics
- Terra Dotta can integrate directly with DocuSign to streamline the process of Form I-20 signatures

Terra Dotta ISSS allow JMU to manage international scholar records and petitions:

- JMU can create automated processes for your international scholars (J-1, H-1B, O-1, more)
- JMU can manage your cases online—intake and assignment features let everyone track case status throughout the entire process

Terra Dotta ISSS enhances the student and scholar experience:

- JMU can communicate with your advisees through Terra Dotta email—all tracked and retained in their records
- JMU can monitor immigration status with easy visibility by advisees
- Terra Dotta enables advisees to upload scanned copies of their documents for easy access by administrators
- JMU can provide online orientation before departure and after arrival
- JMU can monitor and track your international students and scholars throughout the visa lifecycle

Terra Dotta empowers JMU to strengthen international student recruitment and retention:

- JMU administrators and students can access student portal anytime and anywhere
- JMU students can upload their own information and documents
- JMU can connect new students to campus with online pre-arrival information
- JMU can create additional programs to meet your needs, such as matching students with hosts, friends, and more
- JMU can transfer your workshop and orientation content to a system that records electronic signatures and assesses understanding

REPORTING:

Terra Dotta's Analytics tool provides administrative users easy-to-use report functionality. The data in your Terra Dotta solutions is available to view, save, export, create visualizations, and share reports with others.

Requirement 2

Describe the functionality associated with building a digital program catalog that is updated and publicly searchable, along with the process for adding and removing study abroad programs to the system.

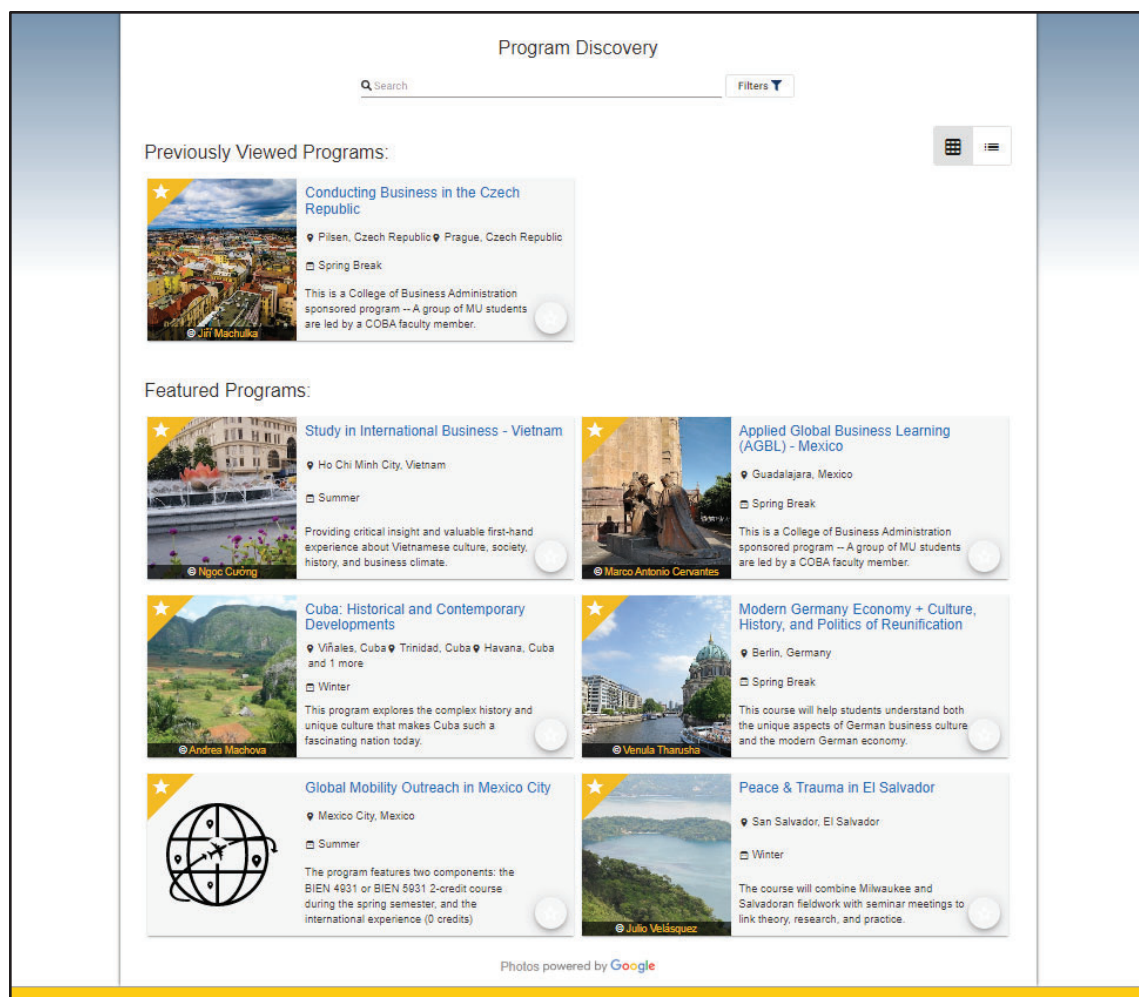
Yes, Terra Dotta Study Abroad offers digital program catalog functionality. The program catalog is a searchable repository of all programs available to study abroad applicants. Each program will have a corresponding program webpage that allows JMU to provide relevant information publicly, update/edit/remove study abroad programs, and to 'market' the programs to students, families, and your broader campus community.

Further, the Program Wizard guides an administrator through the steps of building and configuring the essential functions of a new program and managing edits to an existing program. Designed with non-technical users in mind, the Program Wizard allows someone with little to no Terra Dotta software experience to jump in and create a program that is applicant-ready.

The screenshot shows the Terra Dotta Program Wizard interface. The top navigation bar includes the Terra Dotta logo, a search bar, and a user profile for Brock Price. The left sidebar contains a menu with options: Applicant, Administrative, Admin Console, Reviewer, Recommender, My Appointments, Engage, Guide, Applications, Programs, Create New Program, Program Contacts, Program Finder, Templates, Configuration, and Settings. The main content area is titled "Semester in Athens" and features a progress bar with five steps: 1. Configuration, 2. Dates & Costs, 3. Details, 4. Brochure, and 5. Application Lifecycle. The "Configuration" step is currently active. The form fields include:

- Program name *: Semester in Athens
- Group *: Outgoing Semester
- Term *: Academic Year, Fall, Spring, Summer
- Type *: Outgoing
- Add location: Athens, Greece
- Assigned location(s) *: Athens, Greece
- TDS applicants: [Toggle]
- Non-TDS applicants: [Toggle]
- Home institution required: [Toggle]
- Exchange option available: [Toggle]
- Advising request option: [Toggle]
- Require Advising: [Toggle]

 The bottom of the form has a "Save" button and a "Go to Dates" link.



Requirement 3

Describe the navigation for study abroad participants and international students interested in learning about programs, applying to programs, making appointments, making requests and applications for benefits, updating contact information, and asking questions.

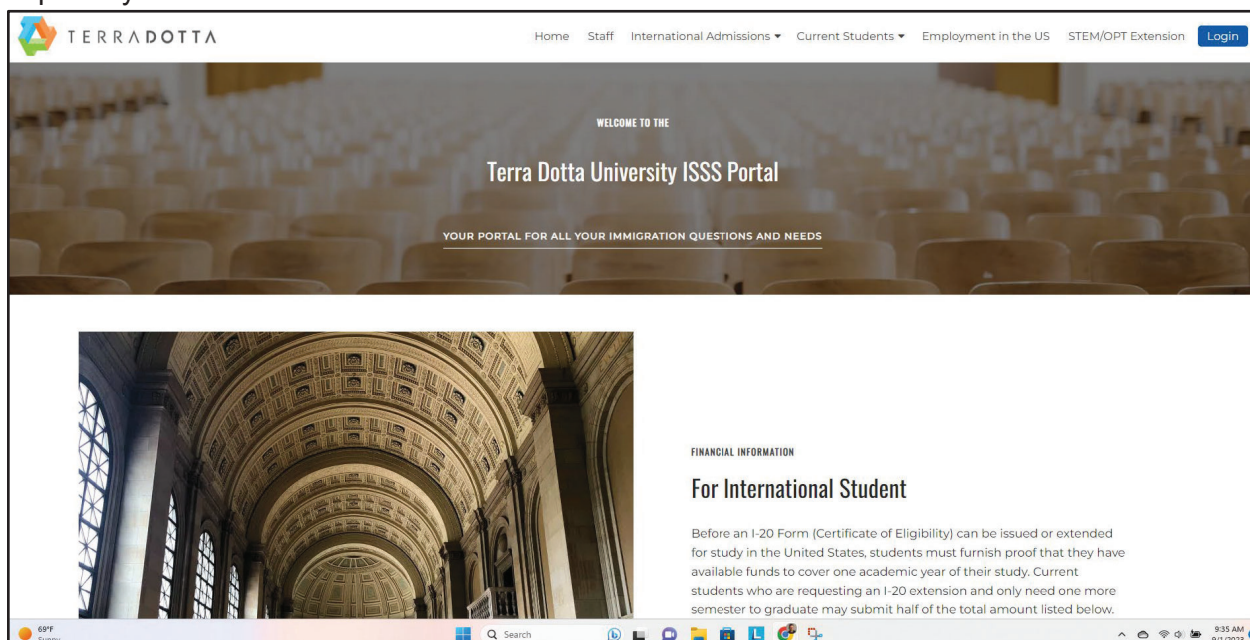
JMU's study abroad programs can be easily showcased, searched for, and applied to using your Terra Dotta Study Abroad site. Students are able to search for, and learn about, program options using a powerful search bar, using advanced program search filters, by using advising functionality, and also by exploring any other content JMU puts on your Terra Dotta site. Appointments can be made using Terra Dotta functionality. Or, Terra Dotta can direct users to another external calendar appointment system (e.g. Microsoft, Google), if preferred.

Similarly, the ISSS solution provides international students options to make requests digitally and allows administrators to manage student information, manage requests, and post to SEVIS.

Requirement 4

Describe the navigation for international students interested in learning about JMU (recruitment), the application process, programs and activities for current students, scheduling appointments with staff, completing documents/surveys, and asking questions.

Terra Dotta ISSS provides a website where content can be created and displayed publicly, to assist in JMU recruitment of international students. Further, Terra Dotta ISSS provides tools for the centralization of student documentation, questionnaires, and SEVIS Information. This centralization also includes information about when a student has paid visa fees and has port of entry information. As JMU staff will know, this SEVIS and visa information is key when working to manage the student relationship between the point of admission and arrival on campus, especially for international students.



Requirement 5

Describe how the system will interface with PeopleSoft, including information transfer/update and frequency.

In a standard integration, clients use SFTP or SCP to push nightly text files with SIS/HR data to an SSH folder hosted by Terra Dotta. This SSH folder is specific to each client's account. If an institution has multiple accounts (e.g. in JMU's instance, an account for Study Abroad as well as ISSS), then Terra Dotta will create multiple SSH folders, one for each account.

Requirement 6

Describe system capability of administrative users to create, submit, approve, and monitor paperwork for students during application process for both study abroad participants and international students.

Administrative users are able to create, submit, approve, and monitor paperwork for students. Terra Dotta's ISSS solution allows administrative users to create, submit, approve, and monitor paperwork for international students, especially as it relates to visa-related documentation, requests, and overall compliance.

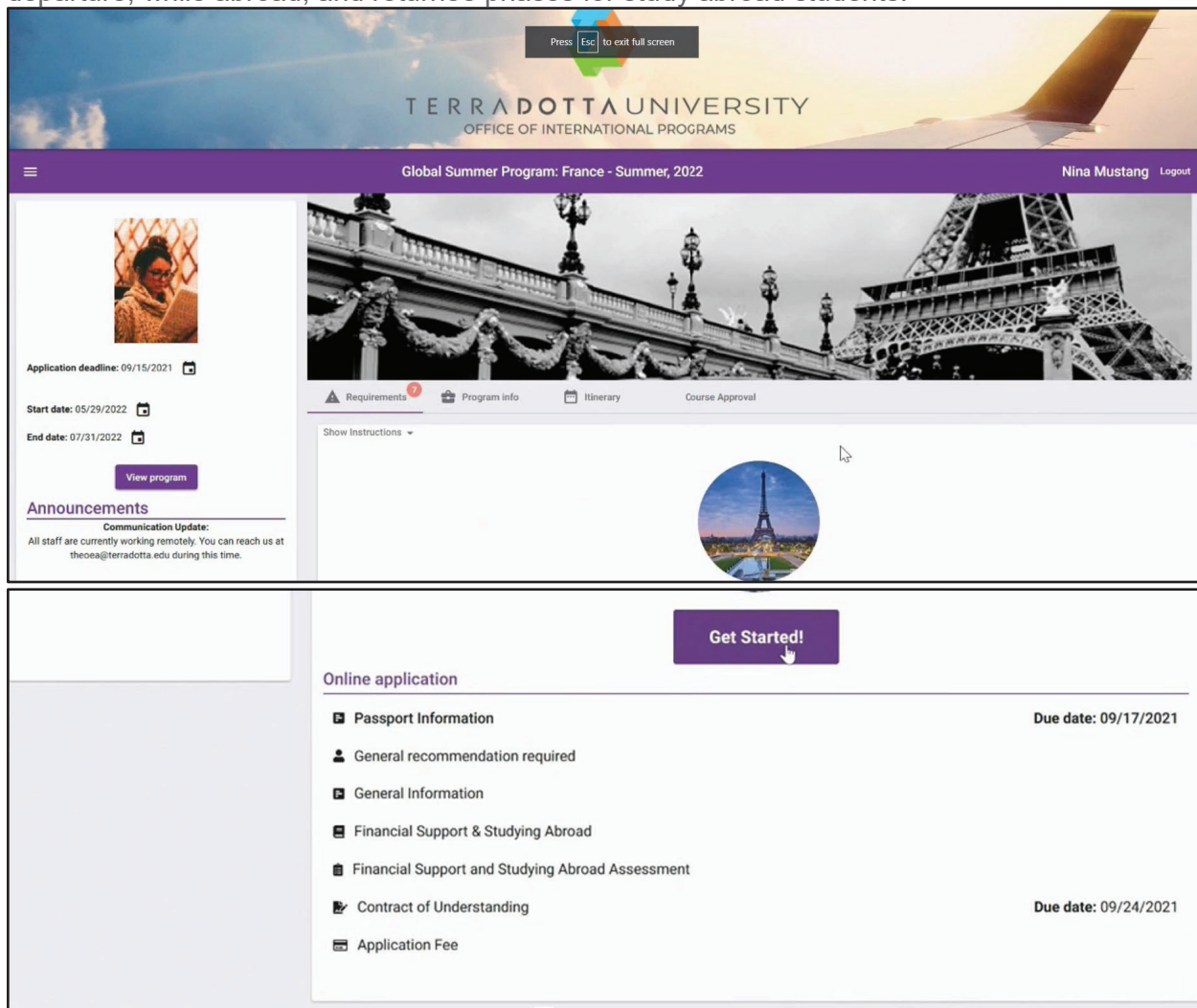
The screenshot displays the Terra Dotta Student Portal for a user named Simon, Robert. The interface is divided into several sections:

- Header:** "Student Portal" with the user's name "Simon, Robert" and a notification bell icon.
- User Profile:** Includes a profile picture and details:
 - Name: Simon, Robert
 - Education Level: BACHELOR'S
 - Visa Type: F-1
 - Campus Site: Chapel Hill College - Chapel Hill Campus - beta
 - Student ID: [redacted]
 - Program Dates: 11/25/2019 - 12/25/2023
 - SEVIS ID: N0009234570
 - SEVIS Status: Active
- Navigation Tabs:** 1 Important Updates, 2 Personal & Contacts, 3 Financial Details, 4 Control Center.
- Pending Requests:** A table showing requests in progress:

Request type	Request Status	Last Modified Date
Financial Information Update	Pending	09/16/2020
Demographic update	Pending	09/16/2020
Program Extension	Pending	07/30/2020
- Completed Requests:** A table showing requests that have been processed:

Request type	Request Status	Completed Date
Program Extension	Dismissed	07/30/2020
Demographic update	Dismissed	07/30/2020
Financial Information Update	Dismissed	07/30/2020
- Practical Training:** A section for Curricular Practical Training (CPT) showing "No pending CPT available."
- Messages:** A section indicating "No pending messages."
- What can we help you with?:** A search bar and a grid of service tiles including:
 - Program Extension
 - Financial Information Update
 - Program Information Update
 - Reduced Course Load Request Add
 - New Degree Level
 - Request I-20 Extension
 - Transfer Out Request
 - Demographic update
 - COVID-19 Travel Update
 - Progress and Welfare Update
 - Contact Information Update
 - OPT Request
 - Curricular Practical Training (CPT) Request
 - Request Letter of Good Standing

Similarly, Terra Dotta's Study Abroad solution centralizes the entire study abroad student lifecycle. This includes advising, the application process, acceptance, pre-departure, while abroad, and returnee phases for study abroad students.



Requirement 7

Describe system capability for an online application process and program management, including the ability to track, monitor, and communicate with

- Faculty, staff, and students before their departure and while abroad.**
- international faculty, scholars, and students while at JMU and as alumni.**

Terra Dotta Study Abroad provides tools for managing online application processes and programs. JMU can track, monitor, and communicate with faculty, staff, and students before departure and while abroad. This can be done via email and automatic application reminders. JMU can also work with international faculty, scholars, and students via the Terra Dotta ISSS portal. This can be done via email and automatic reminders. Program dates, requests, information, emails, comments, notes, and overall history of a profile all centralized within the portal.

Requirement 8

Describe the system's ability to customize applications to meet individual program and applicant specific requirements.

Terra Dotta Study Abroad allows for customization of application requirements to meet the needs of individual programs and groups of programs. Application Requirements are built in the Content Management area and are easily connected to programs of your choice. For Terra Dotta ISSS, similar functionality exists using Profiles, Configuration, Questionnaires, and Email Templates.

Requirement 9

Describe functionality associated with collecting application fees.


Terra Dotta provides payment gateway integrations. JMU has already set up a Payment Gateway Integration (PGI) within your Terra Dotta Study Abroad solution.


Online application

 Advising: Interest Questionnaire

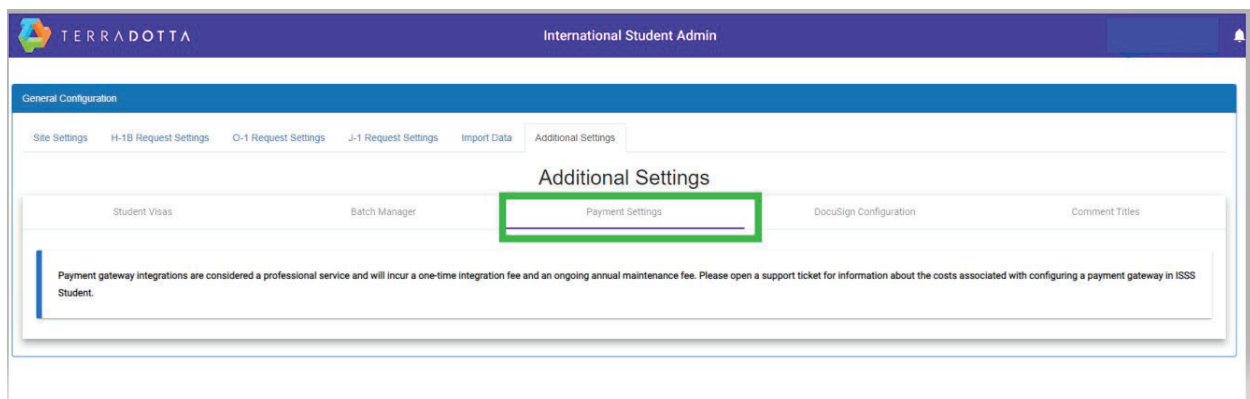
Due date: 02/04/2021

 Application Fee

 Financial Support & Studying Abroad

 Financial Support and Studying Abroad Assessment

PGI add-ons are available, at cost, for Terra Dotta ISSS, if of interest. PGI in Terra Dotta ISSS allows you to add payment items related to requests, deposits, orientation fees, and the like.



Requirement 10

Describe system capability to send automatic reminders to students with incomplete applications, forms, or missing participant materials, or as scheduled when certain criteria are met (i.e., passport expiration dates).

Terra Dotta Study Abroad can send reminders for pending application requirements in all study abroad lifecycle stages. JMU can configure the cadence of these reminders. Similarly, Terra Dotta ISSS provides Email Templates and can send reminders based on program dates.

Requirement 11

Describe system capability to receive instant confirmations when applicants receive and read important application information or correspondence.

Terra Dotta Study Abroad using Application Trigger functionality that can automatically notify the application, administrator, or another stakeholder when certain actions have been taken such as a created application, changed application status, and completed application items (which can include “marked as read” materials).

Application Created		Application Submitted		Application Status Change		Application Requirement Submitted		Application in Review		
Search for trigger by name										
Name ↑			Status		Last Modified					
Europe Program Group_Assigned to European Programs Staff_Notifying European Programs Staff			<div><div></div></div>		08/05/2020 11:42 AM					<div><div></div><div></div><div></div></div>
Programs in Brazil_Assign to Advisor _Notify Advisor			<div><div></div></div>		06/26/2020 3:33 AM					<div><div></div><div></div><div></div></div>
Items per page: 10 1 – 2 of 2 < < > >										<div><div></div></div>

Requirement 12

Describe the ability for administrative users to communicate with JMU study abroad participants, non-JMU participants, international students, directors, and departments via email and bulk texts.

Administrative users have access to various tools and functionality to communicate with participants and stakeholders. Related functionality includes but is not limited to Application Triggers, reminder configurations, and email templates.

Requirement 13

Describe the ability for administrative users to post, share, and interact with directors or departments regarding updates, including but not limited to applications to review, acceptance status, and participant lists.

Terra Dotta provides various options for interacting with departments. For ISSS, there are tools to communicate and gather information from departments. For Study Abroad, JMU can similarly provide tools and application information to departments. This includes options to provide direct access to Terra Dotta applications and also disseminating information to directors or departments via the Analytics reporting tool.

Requirement 14

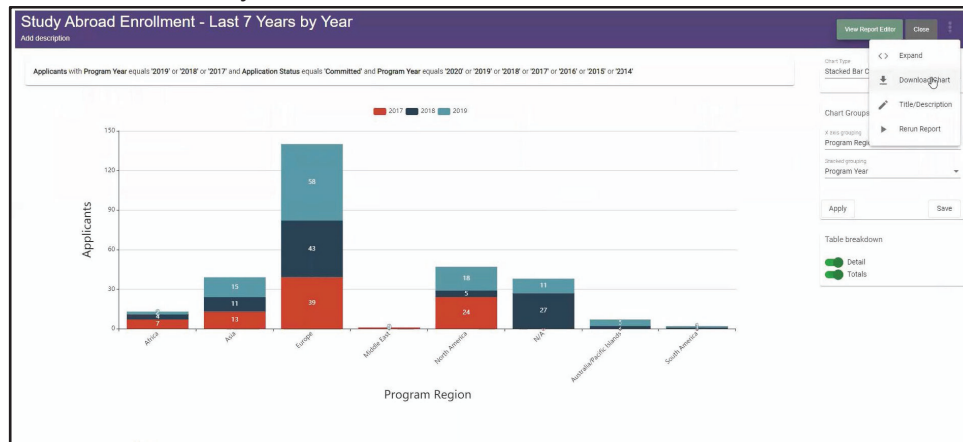
Describe the ability for administrative users and program directors to manage their own groups and track, update and collect materials.

Terra Dotta provides tools for administrative users and program directors to manage their own groups and track, update, and collect materials. There is not a limit to the number of administrative users who can be given access to Terra Dotta. Access and permissions for administrative users can be granted, configured, and restricted by JMU, as best fits JMU's business needs.

Requirement 15

Describe the ability to track the participant records of current and past students going on JMU sponsored programs, non-JMU programs, and exchanges.

Terra Dotta provides the ability to track, and report on, participant records of current and past students. JMU can use the Analytics reporting tool to build out reports for any relevant JMU travelers in the Terra Dotta system.



Requirement 16

Describe the ability to track the participant records of international applicants, current international students, and alumni with their data and requests.

Students are populated in the ISSS Newly Admitted Student List based on JMU's configuration of your nightly flat file. Once students and scholars are invited to the portal, all program information, student information, all requests, and SEVIS information is all collated and organized into the student's ISSS profile. This information can be reviewed for an individual or a group. Moreover, Analytics functionality provides reporting and export tools for further insights and tracking of the broader international student lifecycle.

Requirement 17

Describe the ability to track all student, staff and faculty travel – domestically and abroad.

















Terra Dotta Study Abroad provides options for tracking study abroad applicants via their submitted itineraries (location and dates).

NOTE: For more robust tracking and risk management of all travelers, Terra Dotta does offer our Enterprise Travel Registry (ERT) solution which includes our Travel Registry and Alert Traveler. ETR functionality includes country intelligence, real-time worldwide incident notifications to travelers and administrators, mobile application, various notification and geo-location tools, and options for two-way immediate communication between travelers and JMU administrative users.

Requirement 18

Describe the ability to register and manage incident reports for risk management purposes.

Terra Dotta has program types such as Incident Report and Risk Management. These program types allow a traveler to easily fill out an Incident Report by responding to a questionnaire.

Program Admin : Program Types							Browse TDCL
Current view ▾							
Program Types							
	Default Name	Custom Name	Search-able	Active	Default	Actions	
1	Advising [14]	Advising	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="radio"/>	 	
2	Incoming [2]	Incoming	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="radio"/>	 	
3	Outgoing [1]	Outgoing	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="radio"/>	 	
4	Program Enrollment [8]	Program Enrollment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="radio"/>	 	
5	Risk Management [4]	Risk Management	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="radio"/>	 	
6	Scholarship [3]	Scholarship	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="radio"/>	 	
7	Incident Report [7]	Incident Report	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="radio"/>	 	
8	Travel Registration [5]	Travel Registration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	 	
Re-order							

Requirement 19

Describe how the system can be used to manage and meet Clery Act reporting requirements.

Terra Dotta can be used to assist in the management and meeting of Clery Act reporting requirements. All university traveler information can be collected, and reported on, using Terra Dotta. The Terra Dotta Study Abroad solution allows for capture of relevant information and the embedded Analytics reporting functionality allows for easy export of any collected information JMU would wish to report on.

Requirement 20

Describe functionality used to manage registration of students and their study abroad trips with the State Department enrollment system.

Terra Dotta's Study Abroad solution can assist with the registration of students with the State Department STEP program. JMU is likely already collecting the relevant STEP enrollment information in TD Study Abroad. JMU can create a report using the Analytics functionality to easily download the required data to upload for State Department STEP registration.

Requirement 21

Describe the features of the system that manage pre-departure preparation of students going abroad and pre-orientation and orientation for international students, including but not limited to meetings, forms, and online methods.

Terra Dotta Study Abroad and ISSS both provide tools to manage pre-departure for both students going abroad and for international students. For example, learning content can be shared in the way of documents, presentations, questionnaires, videos, and quizzes to ensure comprehension. Further, pre-departure meeting details can be shared through Terra Dotta's materials or emails. Pre-departure progress can be easily viewed and any required meeting attendance can be tracked.

Requirement 22

Describe the ability to manage program proposals, including but not limited to courses and budgets.

Terra Dotta Study Abroad provides tools to manage program proposals. The Terra Dotta Study Abroad solution offers various Program Types, to allow for easy program proposal receipt and management.

Requirement 23

Describe how the system will monitor, track and communicate with study abroad and international students, faculty and alumni.

Terra Dotta provides tools to monitor, track, and communicate with study abroad and international students, faculty and alumni. Itinerary records for travelers can be exported and reviewed for basic tracking purposes. Dates and locations are all housed in Terra Dotta. Emails and reminders can be sent to individual travelers or groups of travelers.

Requirement 24

Describe system capability to be used as an assessment tool to collect and report data.

Yes, in both Study Abroad and ISSS, Terra Dotta allows for options to deploy, collect, and report on assessments. This can be accomplished by developing a Questionnaire shared with applicants from within the student application/portal. If preferred, another option would be to direct to an assessment outside of Terra Dotta by still using Terra Dotta's functionality to track completed assessments.

Requirement 25

Describe the user-friendly features of the software that would allow for someone without a computer information or software system background to effectively and efficiently use the software.

Terra Dotta solutions are user-friendly for users who are not familiar with software systems. Additionally, Terra Dotta provides live and on-demand resources for user learning, training, and troubleshooting. These resources are already available to JMU and include our Dottan Desk, Learning Center, Office Hours, Appointments, and Support Case System.

Requirement 26

Describe the process for SEVIS batch and RTI functionality, for SEVIS related actions.

Terra Dotta ISSS can process SEVIS batch actions and post individual SEVIS action via the RTI Connect functionality.

BATCH:

After you have created a SEVIS update record, you may add it to a batch to be sent to SEVIS for processing. SEVIS processes batches overnight. Downloads are available the next business day. Need to create a SEVIS update record? See SEVIS Admin: Creating a SEVIS Update Record.

Batch Upload. Batch upload information displays in the SEVIS Admin in Batch Uploads. After you successfully verify your update records, you may assign them to a batch. After you have assigned SEVIS update record/s to a batch, you will send the batch to SEVIS by clicking on the tab for Batch Uploads (#2 in the image above).

SEVIS batch updates are logically matched to records for you to confirm prior to creating the batch update. When you create a new SEVIS update record, Terra Dotta gives you logical choices of Terra Dotta records to connect to the update.

Batch downloads are possible only after SEVIS has successfully processed them. (See the Batch Uploads SEVIS Admin: Batch Upload for additional reference). Batches may be downloaded from the Batch Downloads display of the SEVIS Admin Automatically or Manually.

RTI CONNECT:

RTI Connect is a feature of the Terra Dotta ISSS. This allows administrative users to access SEVIS RTI directly, and offers three different functions:

- Lists: download SEVIS lists, compare Terra Dotta and SEVIS data, and update Terra Dotta data from SEVIS.
- Updates: update data directly in SEVIS RTI. The corresponding Terra Dotta data is automatically updated. Updating Form I-20s or DS2019s while in the SEVIS embedded browser will push a PDF of the document to save in Terra Dotta, and show on the Most Recent I-20/DS2019 link in the SEVIS Profile and in the Documents section of the SEVIS Profile.
- Post to RTI: update records in SEVIS RTI with data from completed Terra Dotta records, posting information directly into SEVIS. Updating Form I-20s or DS2019s while in the SEVIS embedded browser will push a PDF of the document to save in Terra Dotta, and show on the Most Recent I-20/DS2019 link in the SEVIS Profile and in the Documents section of the SEVIS Profile.

Requirement 27

Describe security for the system, related to confidential documents/information being submitted by students and scholars and housed in the system.

This detail is outlined in the included HECVAT document.

Requirement 28

Describe student/scholar data retention and destruction to comply with JMU policies.

This detail is outlined in the included HECVAT document.

Requirement 29

Describe the compatibility and display of the system on multiple device types, including but not limited to smart phones, tablets, laptops, and computers.

Terra Dotta solutions are responsive. This responsive user interface refers to the correct visual rendering for Terra Dotta solutions across devices. This responsive design applies to the public facing web pages, applicant and student views, as well as the administrative perspective.

Expertise & Qualifications

Study Abroad Terra Dotta, which means “learned world” in Italian, was founded in 2001. The founders’ vision was, and is, to enhance the learning and administration capabilities of schools and other educational organizations through web-based interfaces available on any computer or mobile device connected to the Internet. The Company is headquartered in Chapel Hill, NC. There have not been any acquisitions and/or mergers in the last five years.

Terra Dotta’s initial software solution was developed to address the management of the outgoing travelers - originally called StudioAbroad, now named Study Abroad. The solution matured rapidly as development expanded to accommodate additional processes to further increase its capabilities and efficiencies.

Over the course of the past 20+ years, Terra Dotta has since expanded its software solutions to address the need for automated enrollment in other areas within a university setting, resulting in the development of an enterprise suite of global engagement solutions addressing Risk Management, International Student and Scholar Services, Agreements Management and in 2022, we’re releasing a new tool to enable institutions to provide a new level of personalized engagement reaching students interested in participating in Study Abroad programs. Terra Dotta is an agile software company that has continued to grow and adapt, based on listening to customer feedback and developing solutions to address the ever-changing needs of the international and higher education communities.

Listening to customer needs, combined with the strength of Terra Dotta’s solutions - flexibility and configurability, has resulted in our growth to now over 700 customers using our Solutions. We are fortunate to have our Community of customers include: large and small institutions; public and private; graduate and undergraduate; and, 2-year and 4-year institutions.

Security and Documentation

Requirement numbers below match the “Statement of Needs” Security & Documentation requirements listed in RFP# CMJ-1187

Requirement 1

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

We are including a digital copy of Terra Dotta’s HECVAT on the flashdrive

Requirement 2

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

Terra Dotta provides payment gateway integrations. JMU has already set up a Payment Gateway Integration (PGI) within your Terra Dotta Study Abroad solution.

Provide the following if the proposed solution processes card holder data or redirects to a separate payment site:

- 1. Up-to-date, signed documentation that the proposed solution and firm is compliant with all PCI-DSS requirements.**
- 2. Documentation of your firm’s most recent PCI system scan and the signature page from your Attestation of Compliance (AOC).**
- 3. If your firm and/or the proposed solution is not PCI-DSS compliant, explain why your firm/solution falls outside PCI-DSS scope and provide the most recent SOC 1 or SSAE-16 report.**

Please find signed documentation of compliance with PCI DSS 3.2.1 Attestation of Compliance (AOC)

Revenue from VASCUPP Member Institutions

George Mason	\$	36,510.83
Longwood	\$	22,462.50
Norfolk State	\$	10,111.50
Old Dominion	\$	52,615.53
Radford	\$	30,144.56
UVA	\$	89,719.09
VA commonwealth	\$	21,828.09
VMI	\$	9,555.00
VA Tech	\$	22,000.39
William & Mary	\$	22,749.72

Cost Sheet

Item Description	
ISSS Annual Service Fee, unlimited SEVIS records	\$15,900.15
Study Abroad Annual Service Fee, unlimited applicants	\$15,900.15
Dottan Desk Pro Subscription for Study Abroad (4 hours per month)	\$7,200.00
Dottan Desk Lite Subscription for ISSS (2 hours per month)	\$4,400.00

Attachments

ATTACHMENT A: OFFEROR DATA SHEET

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 20 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 #
American University	14 years		Mark Hayes 202-885-1323
University of Delaware	6 years		Matt Drexler 302-831-2115
Clemson University	9 years		Meredith Fant Wilson 864-656-2457
North Dakota State University	13 years		Hailey Freidel hailey.freidel@ndsu.edu
Case Western Reserve University	12 years		Alec Jokubaitis alec@case.edu

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

Terra Dotta 1330 Environ Way, Chapel Hill, NC 27517

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

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

Offeror Name: Terra Dotta LLC Preparer Name: Laura Matrazzo

Date: 9/5/2023

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 Subcontractors, 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 Certificati on 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

Redacted:

Attachment C - PCI

Data Security

Standard

Redacted:

Terra Dotta

HECVAT



Request for Proposal

RFP# CMJ-1187

**Study Abroad and International Student and
Scholar Services Management SaaS**

August 14, 2023



REQUEST FOR PROPOSAL

RFP# CMJ-1187

Issue Date: August 14, 2023

Title: Study Abroad and International Student and Scholar Services
Management SaaS

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 September 7, 2023 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 Senior, 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-1187

TABLE OF CONTENTS

I.	PURPOSE	Page	1
II.	BACKGROUND	Page	1
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION	Page	1
IV.	STATEMENT OF NEEDS	Page	1
V.	PROPOSAL PREPARATION AND SUBMISSION	Page	4
VI.	EVALUATION AND AWARD CRITERIA	Page	7
VII.	GENERAL TERMS AND CONDITIONS	Page	8
VIII.	SPECIAL TERMS AND CONDITIONS	Page	15
IX.	METHOD OF PAYMENT	Page	22
X.	PRICING SCHEDULE	Page	22
XI.	ATTACHMENTS	Page	23
	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. JMU IT Services Addendum (<i>All Offerors are required to complete</i>)		
	E. Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form (<i>All Offerors are required to complete</i>)		
	F. Higher Education Cloud Assessment Tool (HECVAT 203) - 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 **Study Abroad (SA) and International Student and Scholar Services (ISSS) Management SaaS** 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 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 at 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.

The Center for Global Engagement (CGE) provides services to both study abroad and international students. Prior to implementing the incumbent software provider Terra Dotta in 2014, CGE was managing study abroad applications and enrollments through an internal database. The Study Abroad team consistently processes more than 1,300 applications on an annual basis to participate on one of the 80+ study abroad programs in 40+ locations around the world. The incumbent software is used to efficiently process the high volume of users and run advanced analytical functions that capture key data points from the system users.

The current system provides electronic file storage, reduces data entry, integrates data from JMU PeopleSoft Student Administration and HR systems, has batch functionalities to SEVIS an interface for students/scholars to complete immigration processes (i.e., SEVIS registration, CPT requests, etc.), provides a secure system to upload faculty immigration documents, and prepopulates immigration applications (i.e., I-129). The system supports 250-400 international students and 40-60 international faculty/scholars per year.

CGE website: <https://www.jmu.edu/global>

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

James Madison University seeks a fully integrated Study Abroad and International Student and Scholar Services system. The Contractor shall have available and be able to demonstrate the use and functions of the following components and/or features of the system. It is expected that any proposed software will already be fully developed, tested, offered publicly for sale, and available immediately for installation. For this project, the University is not interested in a custom developed software.

Describe in detail the manner in which each item is addressed by the system.

A. Application

1. Describe the features, functionality, administration, and ease of use of proposed Study Abroad & International Student/Scholar Management System. Elaborate on analytic tools embedded in the functionality of the software, particularly as it pertains to the management of study abroad applications and international student record data.
2. Describe the functionality associated with building a digital program catalog that is updated and publicly searchable, along with the process for adding and removing study abroad programs to the system.
3. Describe the navigation for study abroad participants and international students interested in learning about programs, applying to programs, making appointments, making requests and applications for benefits, updating contact information, and asking questions.
4. Describe the navigation for international students interested in learning about JMU (recruitment), the application process, programs and activities for current students, scheduling appointments with staff, completing documents/surveys, and asking questions.
5. Describe how the system will interface with PeopleSoft, including information transfer/update and frequency.
6. Describe system capability of administrative users to create, submit, approve, and monitor paperwork for students during application process for both study abroad participants and international students.
7. Describe system capability for an online application process and program management, including the ability to track, monitor, and communicate with
 - a. Faculty, staff, and students before their departure and while abroad.
 - b. international faculty, scholars, and students while at JMU and as alumni.
8. Describe the system's ability to customize applications to meet individual program and applicant specific requirements.
9. Describe functionality associated with collecting application fees.
10. Describe system capability to send automatic reminders to students with incomplete applications, forms, or missing participant materials, or as scheduled when certain criteria are met (i.e., passport expiration dates).
11. Describe system capability to receive instant confirmations when applicants receive and read important application information or correspondence.
12. Describe the ability for administrative users to communicate with JMU study abroad participants, non-JMU participants, international students, directors, and departments via email and bulk texts.

13. Describe the ability for administrative users to post, share, and interact with directors or departments regarding updates, including but not limited to applications to review, acceptance status, and participant lists.
14. Describe the ability for administrative users and program directors to manage their own groups and track, update and collect materials.
15. Describe the ability to track the participant records of current and past students going on JMU sponsored programs, non-JMU programs, and exchanges.
16. Describe the ability to track the participant records of international applicants, current international students, and alumni with their data and requests.
17. Describe the ability to track all student, staff and faculty travel – domestically and abroad.
18. Describe the ability to register and manage incident reports for risk management purposes.
19. Describe how the system can be used to manage and meet Clery Act reporting requirements.
20. Describe functionality used to manage registration of students and their study abroad trips with the State Department enrollment system.
21. Describe the features of the system that manage pre-departure preparation of students going abroad and pre-orientation and orientation for international students, including but not limited to meetings, forms, and online methods.
22. Describe the ability to manage program proposals, including but not limited to courses and budgets.
23. Describe how the system will monitor, track and communicate with study abroad and international students, faculty and alumni.
24. Describe system capability to be used as an assessment tool to collect and report data.
25. Describe the user-friendly features of the software that would allow for someone without a computer information or software system background to effectively and efficiently use the software.
26. Describe the process for SEVIS batch and RTI functionality, for SEVIS related actions.
27. Describe security for the system, related to confidential documents/information being submitted by students and scholars and housed in the system.
28. Describe student/scholar data retention and destruction to comply with JMU policies.
29. Describe the compatibility and display of the system on multiple device types, including but not limited to smart phones, tablets, laptops, and computers.

B. Security & Documentation

1. Complete and return Attachment F (Higher Education Cloud Vendor Assessment Tool) with your proposal, as per item V.A.1.b. submission instructions below.
2. Payment Processing: James Madison University does not process payments over a secure network and relies solely on Point to Point encryption. All vendors with network connected solutions that process payments or redirect to a payment processor are required to use a validated Point-to-Point (P2Pe) solution for all in person, by phone or mail transactions. Vendors currently not utilizing a validated P2Pe solution are required to integrate with a payment processor and/or encryption service providing validated P2Pe encryption prior to payment processing at JMU. *(The university currently uses Bluefin Payment Systems in all locations and the solution must be validated)*
 - a. Describe your proposed solution's payment processing system. Make sure to address P2Pe encryption and if it integrates with any existing PCI-validated P2Pe systems, like Bluefin.
 - b. Provide the following if the proposed solution processes card holder data or redirects to a separate payment site:
 - (1) Up-to-date, signed documentation that the proposed solution and firm is compliant with all PCI-DSS requirements.
 - (2) Documentation of your firm's most recent PCI system scan and the signature page from your Attestation of Compliance (AOC).
 - (3) If your firm and/or the proposed solution is not PCI-DSS compliant, explain why your firm/solution falls outside PCI-DSS scope and provide the most recent SOC 1 or SSAE-16 report.

NOTE: Documentation provided may be shared during review with JMU's contracted 3rd party PCI consultant.

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

- b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. **Return HECVAT Attachment F with the electronic copy as a separate Excel file.** Any proprietary information should be clearly marked in accordance with 3.f. below.
- c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked “*Redacted Copy*” on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor’s failure to exclude proprietary information 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:

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to perform the services	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	20
	<u>100</u>

- 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.

VIII. SPECIAL TERMS AND CONDITIONS

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

- F. 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.

- G. 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.

- H. FERPA: (Family Educational Rights and Privacy Act): Protection of Confidential Data: Contracted Service Provider shall agree to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR§ 99.33 (a)(2)). 34 CFR 99.33 (a)(2) states that the officers, employees, and agents of a party that receives education record information from the institution may use the information, but only for the purposes for which the disclosure was made. The contractor shall demonstrate their quality control and adherence to these important requirements.

If Selected Firm/Vendor will have access to the University's "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Selected Firm/Vendor acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will use the education records only for the purpose of fulfilling its duties under this 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 provided for in this Agreement, required by law, or authorized in writing by the University.

- I. HIPAA – CONFIDENTIALITY AND RECORDS: The Contractor assures that information, data and records obtained during the performance of this contract, to include personal facts and circumstances related to patients, shall be considered confidential during and following the terms of this contract and will be stored and maintained in strict compliance with applicable state and federal laws, and, further, shall not be divulged without JMU's written consent and then only in strict accordance with said applicable laws. The Contractor shall hold all information provided by JMU as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material. Upon termination of this contract and/or within thirty (30) days of receipt of final payment for services, all materials, data, and information in the possession of the Contractor, provided to or obtained by the Contractor during the performance of this contract and to satisfy the requirements of the contract, shall be provided to JMU in hard copy and/or electronic form. Except where law allows, the Contractor shall not retain hard copies of the material, data, and information and all electronically stored material, data, and information shall be expunged from equipment and systems retained by the Contractor.

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

From:	<hr/>		
	Name of Offeror	Due Date	Time
	<hr/>		
	Street or Box No.	RFP #	
	<hr/>		
	City, State, Zip Code	RFP Title	
	<hr/>		
	Name of Purchasing Officer:		
	<hr/>		

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.

- K. 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.
- L. 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.
- M. 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.
- N. 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*.

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

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

- Q. 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.
- R. 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.
- S. 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.
- T. RENEWAL OF MAINTENANCE: Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for additional one-year periods, under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by more than the percentage increase or decrease in the other services category of the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.
- U. 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.**
- V. **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, included as part of the annual fee.
- W. **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.
- X. **THIRD PARTY ACQUISITION OF SOFTWARE:** The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.
- Y. **TITLE TO SOFTWARE:** By submitting a bid or proposal, the bidder or offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to

grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

- Z. **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.
- 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.

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. Breakdown of cost detail is strongly encouraged, and may include such clarifications as optional modules of software, services package types and rates, hourly service charges (rates should indicate if they are remote, offshore, or on-prem rates), implementation fees, hosting fees, subscription costs by pricing model, and any discounts available to the university.

Cooperative Contract Note: The resulting contract will be a cooperative contract, and so the Contractor awarded may utilize the contract with other agencies under the Special T&C *Cooperative Purchasing / Use of Agreement by Third Parties*. In order to create a contract that includes pricing information that is inclusive of other use case sizing for VASCUPP colleges and universities, or other agencies, the costs proposed being as inclusive as possible of all offered products and tiers is suggested. Pricing may include relevant metrics used to establish costs such as: unlimited uses, headcount/seat based or tier-based costs, full-time equivalency of student-based tiers, etc. Pricing may also indicate if there are tier thresholds that may provide additional

discount off list or lower per unit costs for agencies that anticipate future growth and may wish to buy forward.

Credit Card Fees: Specify any associated charge card processing fees, if applicable, to be billed to the university and when they are incurred.

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

- A. Licensing Model and Pricing. Provide price for product and services including a total project cost.
 - a. Provide breakdown of base pricing and separate optional module costs. Per item or tiered pricing tables as applicable.
 - b. Provide breakdown of hardware costs (indicate required and optional devices as relevant).
 - c. Ongoing Maintenance and Support.
 - d. Hosting.
- B. Services. Specify remote vs. on-prem rates (on-prem rates to be inclusive of travel costs).
 - a. Implementation Services, include expenses breakdown, (personnel/days/hours).
 - b. Data migration costs.
 - c. Customization and Configuration Cost.
 - d. Integrations.
 - e. Single Sign On.
 - f. Initial and Ongoing Training. Specify remote, in person (on premises hourly rates to be inclusive of travel costs), course based, or other available packages or hourly fees.
- C. All Other Cost (including optional products).

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: JMU IT 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)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

James Madison University Information Technology Services Addendum

CONTRACTOR NAME: _____

PRODUCT/SOLUTION: _____

Definitions:

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

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

designated as a “school official” with “legitimate educational interests” in such records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use such records only for the purpose of fulfilling its duties under the Agreement for University’s and its End Users’ benefit, and will not share such data with or disclose it to any third party except as required by law or authorized in writing by the University. Contractor acknowledges that its access to such records is limited to only those directly related to and necessary for the completion of Contractor’s duties under the Agreement.

- d. The Contractor shall be responsible and liable for the acts and omissions of its subcontractors, including but not limited to third-party cloud hosting providers, and shall assure compliance with the requirements of the Agreement.

4. Data Security:

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

5. Data Authenticity, Integrity and Availability:

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

6. Employee Background Checks and Qualifications:

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

local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

7. Security Breach:

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

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

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

9. Data Transfer Upon Termination or Expiration:

- a. Contractor's obligations to protect University Data shall survive termination of the Agreement until all University Data has been returned or securely destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.
- b. Upon termination or expiration of the Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 60 days of termination of the Agreement. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. Contractor shall

ensure that such transfer/migration uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.

- c. In the event that the University requests destruction of its data, Contractor agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University.
- d. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Contractor will also provide, as applicable, a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new service, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

10. **Audits:**

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

11. **Compliance:**

- a. Contractor will comply with all applicable laws and industry standards in performing services under the Agreement. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.

- b. To the extent applicable to the design and intended use of the service, Contractor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Contractor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.
12. **No End User Agreements:** Any agreements or understandings, whether electronic, click through, verbal or in writing, between Contractor and University employees or other end users under the Agreement that conflict with the terms of the Agreement, including but not limited to this Addendum, shall not be valid or binding on the University or any such end users.

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

<u>JAMES MADISON UNIVERSITY</u>	<u>CONTRACTOR</u>
SIGNATURE: _____	SIGNATURE: _____
PRINTED NAME: _____	PRINTED NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

REV: March 23, 2020

ATTACHMENT E

Commonwealth of Virginia Agency
Contract From 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



August 28, 2023

ADDENDUM NO.: One

TO ALL OFFERORS

REFERENCE: Request for Proposal No: RFP# CMJ-1187
Dated: August 14, 2023
Commodity: Study Abroad and International Student and Scholar
Services Management SaaS
RFP Closing On: September 7, 2023

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

Study Abroad (SA), International Student and Scholar Service (ISSS), and the Center for Global Engagement (CGE) will be abbreviated as indicated here throughout.

1. What type of Key Performance Indicators (KPIs), data points, and visualizations is JMU hoping their analytic tools capture?

Answer: For SA, we have dozens (perhaps into the hundreds) of data points that we capture from faculty and students that are all used in various ways to track students and run analytics. These include, but aren't limited to: demographic information, enrollment information (major, GPA, etc.), and program information. For ISSS, it is similar to SA, we have many data points and we need to be able to query those for reports. In addition, ISSS needs to track SEVIS student requests and the processing of those requests at any given point.

2. How many total users does JMU anticipate need to be supported on this platform? Our current understanding is that there are '40-60 international faculty' and '250-400 international students,' but we are unsure if this includes the total number of participants, including national students and staff.

Answer: For SA, we have about 1500-1700 users per year. This includes students and faculty. For ISSS – as stated; 40-60 international faculty/scholars, 250-400 international students, at least 6 ISSS staff users, and access to depts who submit requests and respond to requests.

3. What are 'participants'? Is this a way to indicate national students and faculty?

Answer: For SA these are study abroad students and faculty that log in and use the system. For ISSS these are students, scholars, staff, dept/hiring supervisors.

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

4. The RFP states that there are 1,300 applicants per year. Is this the total number of users for the system?

Answer: For SA this is the number of student applicants for study abroad programming. This does not include faculty and staff that also interact with the system in various ways. This also does not include the international student and faculty numbers.

For ISSS see Question 2 above for relevant totals.

5. How long does JMU plan to keep alumni users and accounts active?

Answer: For SA It is helpful to keep user data in the system for as long as JMU IT permits so that we can run comparative data from year to year, and to be able to track specific students in the case of background checks and references.

For ISSS access to student information is important and should be retained for as long as possible. In many situations, student information will need to be destroyed after a 10-year period. This is similar to scholar information. Students on OPT/STEM OPT will need access to their account for 1-3 years after their program completion date. This allows them to update their record, submit the STEM OPT app and provide I-983 form (as needed).

6. If it all, can JMU please explain how non-JMU participants interact with the system? Or, is the only time non-JMU participants interact with the system through receiving emails and bulk texts?

Answer: For SA the majority of our programs accept non-JMU students. Non-JMU students apply in the same way as JMU students and receive the same functionality.

For ISSS many times scholars will be offered employment at JMU before they have JMU credentials to log into the system. In addition, we have J-1 scholars will may never receive JMU credentials, and would need access as an external user. The current processing for students (F & J) has them enter the system after they have their JMU credentials.

7. The RFP details how study abroad participants and international students need to schedule appointments?

Answer: Offerors may explain any functionality available in their platform in their response.

8. Are these meetings expected to be facilitated by the platform? Or, are they a way to understand the availability of a faculty and meet using separate means, either in-person or a video-conferencing platform?

Answer: Offeror may explain any functionality available in their platform in their response.

9. Are documents intended to be filled out within the system or just the ability to upload completed documents?

Answer: SA applicants answers may include being able to provide information (answer short answer questions) and click-to-sign signature documents. They also need to upload existing documents (resumes, references, etc.) but those don't need to be completed in the system. For ISSS students/scholars/depts will provide information, sign off on applicants, and upload documents. In addition, generating I-129's would be ideal.

10. Are surveys anonymous? Are they administered through the system or via text message?

Answer: Offerors may explain any functionality available in their platform in their response.

11. The system mentions the requirement for automatic reminders to students and uses passport expiration dates as an example. How does the study abroad program intend to capture and track passport information on the student record?

Answer: Students upload a picture of their passport, and also manually enter relevant information from their passport (number, exp date, etc.).

12. What kind of communication does the University/Admins need to have with Alumni?

Answer: In SA we communicate with SA alumni who are still students by capturing their information as provided in the system. We do frequently use information in the system to contact students who have graduated from JMU, though there might be scenarios in the future where this could be used. In ISSS we use contact information to reach out as needed, but it might be something we use more in the future. In a few situations, we need to communicate with students on OPT or STEM OPT. Contact information is important.

13. Please explain what information or functionality JMU expects to have around tracking travel for student, staff, and faculty? Would it extend to booking travel on the platform?

Answer: Offerors should describe any availability of functionality in their system. For SA we would not have students book travel on this platform. Students enter their flight itineraries in a questionnaire on the system. For ISSS, we don't track travel at this point. However, in the future, if CGE gets into Risk Management, information about travel could be useful.

14. How is the system expected to display, track, or export reporting requirements related to the Clery Act?

Answer: Offerors should describe any functionality available in their system. ISSS not applicable as the students are in the US and JMU can provide that information. For SA currently the Program Directors provide a Program Details questionnaire which includes each individual program's dates & locations.

15. Does JMU intend to use an API connection to interface with the State Department enrollment system? What data needs to be pushed and pulled from the State Department enrollment system, and how does it affect applicants or programs?

Answer: SA's current process involves manual uploading of students' information to the U.S. Department of State's portal (<https://step.state.gov/>). We have extracted the STEP information from the applicants' passport records that were uploaded. The specific data points acquired through this process encompass the following details: First Name, Last Name, Phone Type, Phone Number, Email Type, Email Address, Date of Birth, Passport Number, and Passport Date of Issue.

16. What is the process for submitting a program proposal?

Answer: For SA admins create a proposal for faculty to submit that includes questionnaires and signature items. Faculty then log-in as users and provide the needed information. Admins then

approve/reject proposals.

17. Describe what information the system needs to pull back from SEVIS on a real-time basis.

Answer: For ISSS the desire would be for records in SEVIS and this system match. This could be done in real-time or a daily refresh or upon request. ISSS would want to see everything.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Colleen Johnson", written in a cursive style.

Colleen Johnson
Lead Commodity Contractor & PM
Phone: 540-568-3137