



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6933

This contract entered into this 8th day of August 2024, by Scenario Learning, LLC dba Vector Solutions, 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 August 8, 2024, through August 7, 2027, with two (2) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposal RFP FDC-1198 dated March 22, 2024
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions,
(d) Addendum No. One, dated April 11, 2024
(e) Addendum No. Two, dated April 25, 2024
(f) Addendum No. Three, dated April 29, 2024
(3) The Contractor's Proposal dated April 29, 2024, and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated July 31, 2024, which includes the following:
i. Scenario Learning, LLC Agreement - Schedule A and Vector Solutions Education Software As A Service Agreement, at signature; which includes the Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form, dated April 29, 2024, 2024, and the JMU IT Services Addendum, dated April 29, 2024, both of which shall govern in the event of a conflict. These shall replace the terms and conditions from the proposal response.

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

CONTRACTOR:

PURCHASING AGENCY:

By: Katie Hoffman (Signature)

By: Doug Chester (Signature)

Katie Hoffman (Printed Name)

Doug Chester (Printed Name)

Title: Senior Manager, Renewal Management Title: Buyer Senior

RFP # FDC-1198 Online Training Services
Negotiation Summary for Scenario Learning, LLC dba VectorSolutions

July 31, 2024

1. Parties agree that this Negotiation Summary modifies RFP# FDC-1198 and the Contractor's initial response to RFP# FDC-1198, and in the event of a conflict, this negotiation summary shall take precedence.
2. Contractor's Course Library for the Purchasing Agency is as follows:

Student - Sexual Assault Library:
Clarifying Consent
Consent and Bystander Intervention (Refresher)
Sexual Assault Prevention for Adult Learners
Sexual Assault Prevention for Community College
Sexual Assault Prevention for Graduate Students
Sexual Assault Prevention for Undergraduates
Sexual Assault Prevention Ongoing: Healthy Relationships
Sexual Assault Prevention Ongoing: Taking Action
Title IX Essentials for International Students
Title IX Rights and Protections
Student – Alcohol and Drug Misuse Prevention Library
Alcohol and Other Drugs
Alcohol and Other Drugs (Refresher)
AlcoholEdu for College
AlcoholEdu for Sanctions
AlcoholEdu Ongoing Education
CannabisEDU
Prescription drug Misuse Prevention
Prescription Misuse – Opioids
Prescriptions Misuse – Stimulants and Depressants
Faculty/Staff Library:
Building Supportive Communities: Clery Act and Title IX
Building Supportive Communities: Taking Action
Clery Act Overview
Dating Violence: Identification and Prevention
Discrimination Awareness in the Workplace
Discrimination: Avoiding Discriminatory Practices
Preventing Harassment & Discrimination: Gateway
Preventing Harassment & Discrimination: Non-Supervisors
Preventing Harassment & Discrimination: Non-Supervisors Clery Act and Title IX
Preventing Harassment & Discrimination: Non-Supervisors Extended + Clery Act and Title IX
Preventing Harassment & Discrimination: Non-Supervisors Extended
Preventing Harassment & Discrimination: Supervisors
Preventing Harassment & Discrimination: Supervisors + Clery Act and Title IX
Sexual Harassment: Policy and Prevention

3. The contractor's pricing schedule for the Purchasing Agency is as follows:

Year 1: \$38,000.00

Year 2: \$49,440.00

Year 3: \$50,923.20

4. The contractor's pricing schedule for other VASCUPP Agencies is as follows:

The contractor requests that any cooperative contract requests be submitted to their team for review to receive pricing based on the specific training requested and the number and type of anticipated users. The contractor's pricing model is established using a combination of metrics and varies across different entities.

5. The contractor has disclosed all potential fees. Additional charges will not be accepted.



Quote ID
Q-364165

Valid Until
Friday, August 23, 2024

Contact Name
Kelly Laker

Scenario Learning, LLC Agreement Schedule A

Date: Friday, July 26, 2024

Client Information

Client Name: James Madison University	
Address: 800 South Main Street Harrisonburg, VA 22807	
Primary Contact Name:	Primary Contact Phone:

Agreement Term

Effective Date: 08/01/2024	Initial Term: 36 months
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Jonathan Stewart		
Billing Address: 800 South Main Street Harrisonburg, Virginia 22807		Billing Phone: (540) 568-6211 Billing Email: stewarjp@jmu.edu
PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Fee(s)

Product Code	Product	Description	Quantity	Price	Sub Total
VCP-SSO	Single Sign-On (SSO)	Technical integrations: API, SSO, SCORM	1	\$2,000.00	\$2,000.00
HE-EHDSVPL	Harassment, Discrimination, and Sexual Assault Prevention Library	Harassment, Discrimination, and Sexual Assault Prevention	1	\$14,000.00	\$14,000.00
HE-SADMPL	Alcohol and Drug Misuse Prevention	Alcohol and Drug Misuse Prevention	1	\$16,000.00	\$16,000.00
HE-SSAPL	Sexual Assault Prevention for Students	Sexual Assault Prevention for Students	1	\$16,000.00	\$16,000.00

Annual Total \$48,000.00

One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
OTD	One-Time Discount	Discount for: Sexual Assault Prevention for Students. Discount applied for the delayed launch for student training	1	(\$10,000.00)	(\$10,000.00)

One-Time Total: (\$10,000.00)

Grand Total (including Annual and One-Time): \$38,000.00

Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

1. Pricing for annual fees is based on Your student enrollment as (i) reported on <https://nces.ed.gov/collegenavigator/> or (ii) You represent to Us.
2. Notwithstanding anything set forth in the Client Agreement General Terms and Conditions, if (a) Your Named Users exceed Your student enrollment as of the Effective Date or (b) this Agreement is (i) assigned to a third party by way of merger, a sale of all or substantially all of Your assets, a change of control or otherwise, (ii) involving You or any of your affiliates and (iii) such third party is Our customer or a customer of any of Our affiliates, we reserve the right to adjust the pricing for the annual fees hereunder in consultation with You or the third party, as the case may be.
3. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 3.0% per year.
4. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
5. Upon termination or expiration of the Initial Term, this Agreement may be renewed upon mutual written agreement signed by both Parties.

By:  Katie Hoffman

Printed Name: Katie Hoffman

Title: Senior Manager of Renewal Management, Education

Date: 8/19/2024

Address for Notices:

By: 

Printed Name: **Doug Chester**

Title: **Buyer Senior**

Date: 8/29/2024

4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

800 South Main Street
Harrisonburg, VA 22807

VECTOR SOLUTIONS EDUCATION SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between Scenario Learning, LLC, d/b/a Vector Solutions, ("We/Us") an Ohio limited liability company, and the undersigned customer ("You/Your"), (each a "Party" or "Parties) and governs the purchase and ongoing use of the Services described in this Agreement.

GENERAL TERMS AND CONDITIONS

1. SERVICES. We shall provide the following Software as a Service ("**Services**"):

1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the "Services") and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions (such persons, Named Users (as defined below)). For clarification and unless otherwise provided in Schedule A as a "site specific" authorization, We authorize access and use on a "one user per one authorization basis" and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection. We also grant you the limited right to use any reports and information provided by Us to You subject to the restrictions of Section 9 (Confidentiality) herein..

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage, including via e-mail or a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00 am to 6:00 pm Eastern Time, Monday-Friday or <https://support.vectorsolutions.com/s/contactsupport>

1.4. Changes to the Services. We reserve the right, in our discretion, to replace, substitute, update or upgrade (collectively, "Change") any of the Services that are necessary or useful to: (a) maintain or enhance (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, we may also provide you with Changes to the Services that We make generally available to our other customers. All Changes to the Services are subject to these terms and conditions.

1.5. Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties' execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

2. YOUR RESPONSIBILITIES AND USE RESTRICTIONS.

2.1. Compliance. You shall be responsible for all Users' compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A "Named User" is defined as Your employees, consultants, contractors, students and agents You authorize to access and use the Services You are licensing during each contract year of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User: Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities. In no event will your Named Users exceed the number of students enrolled at Your institution as of the Effective Date.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

3. FEES AND PAYMENTS.

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. Suspension of Service. If You do not make an undisputed payment on time, We may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. Taxes. All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provides Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to the Services, including our LMS, other software, technology and the course content, test results, survey data, website and any other services We provide, including all documentation associated with the foregoing. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services. The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. We reserve all rights not expressly granted by Us to You hereunder.

4.2. You shall own all rights, title, and interest in and to Your added software, Your content, Your email addresses and personal information of Your Named Users You entered into the database, or any of Your customers or users. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personally-identifiable information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.3 You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services

4.3.1. Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

4.4. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You

do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at logousage@vectorsolutions.com.

5. TERM, TERMINATION, AND NOTICE.

5.1 Term. The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "Initial Term") indicated in Schedule A. Upon expiration or early termination of this Agreement, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the Services may remain active for thirty (30) days solely for purpose of our record keeping.

5.2 Termination. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.

5.3. Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

6. MUTUAL WARRANTIES AND DISCLAIMER.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

YOU ACKNOWLEDGE THAT THE SERVICES DO NOT PROVIDE AND ARE NOT INTENDED TO PROVIDE GENERAL MEDICAL, FINANCIAL OR LEGAL ADVICE AND ARE NOT A SUBSTITUTE FOR FINANCIAL OR LEGAL ADVISORS, HEALTH ASSESSMENTS AND INTERVENTIONS BY A QUALIFIED HEALTHCARE PROVIDER OR MENTAL HEALTH COUNSELOR AND ARE PROVIDED SOLELY FOR INFORMATIONAL AND EDUCATIONAL PURPOSES AND SHALL NOT REPRESENT OTHERWISE. WE MAKES NO GUARANTY, WARRANTY OR REPRESENTATION AS TO THE EFFECTIVENESS IN CHANGING OR IN MODIFYING OR AFFECTING THE BEHAVIOR OR CONDUCT OF ANY USERS OF THE SERVICES.

We make no promise that use of the Service will prevent sexual assault, alcohol or other drug abuse, sexual harassment, stalking, dating/domestic violence bullying, or hazing from occurring, or that the Services will not offend some who use it. We will not be responsible for any costs, legal fees, or damages resulting from any claim made against You by anyone who uses the Services.

6.3. Disclaimer of Third-Party Content. If You upload third-party content to our platform or Services, the third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

7. LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILFULL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU

8. OBLIGATIONS OF BOTH PARTIES.

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

8.2. Your Obligation to Us. You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform or the Services infringes or violates any intellectual property right of any person.

9. CONFIDENTIALITY.

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed.

Further, the above confidentiality provisions shall apply only to the extent permissible under applicable law and subject to applicable Open Records Laws and Freedom of Information Acts.

10. MISCELLANEOUS.

10.1. Assignment. Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Florida, except where Customer is a public entity or institution in which case the applicable state, provincial, or tribal law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions. If You are purchasing

goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER..

10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You acknowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "**Force Majeure Event**"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect..

10.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.9. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11 Data Breach Costs. In the event of a breach of data under Our care, custody and control caused solely and directly by Our negligence, We shall control and bear the costs of (a) complying with Our legal obligations relating to such breach, (b) providing notice to affected individuals, and (c) providing notice to government agencies, credit bureaus, and/or other entities.

10.12 Content Requests or Subpoenas. If (i) You receive a request from a third party for Our content or if You are requesting Us to produce any of Our content in a circumstance where Our content may be shared with a third party, including in connection with litigation (or possible litigation), a public records request, an audit, or an investigation or (ii) We are compelled to produce Our content in connection with a legal process pursuant to which you are a named or an interested party, then you agree to pay our external fees and costs (including reasonable attorneys' fees) incurred in connection with such production. In connection with any content production request per clause (i) above, you are required to notify us of the request in writing by sending an email to [customercontentrequest@vector.com]. Nothing herein creates any obligation for Us to provide Our content to a third party and, in all circumstances, Our content must continue to be protected as otherwise provided in this Agreement

10.13. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the services or this agreement hereto even if dated later than the effective date of this Agreement.

SPECIAL TERMS AND CONDITIONS

CALIFORNIA CONSUMER PRIVACY ACT

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("CCPA"), on

Your behalf in the course of the performance of the Services, then the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You. **FAMILY**

EDUCATIONAL RIGHTS AND PRIVACY ACT. If You are subject to the **Family Educational Rights and Privacy Act** ("FERPA"), then the following shall apply:

Both Parties are subject to FERPA and to that end agree: (a) they are each providing educational services to the other that they would otherwise have to provide for themselves using faculty and staff; (b) each party has a legitimate educational interest in the student education records disclosed under this Agreement; and (c) We agree to be under the direct control of Named User with respect to the use and maintenance of information from student education records. Any Party, including a "school official" who receives student education records as otherwise enumerated in this Agreement, acknowledges that the student education record is confidential and may use the information only for the purposes for which the disclosure was made hereunder including only the reporting of the student's use of the Services and review of materials by external examiners and except as permitted elsewhere in this Agreement, We may not re-disclose the information to any third -party without prior written consent from the student and Named User. Furthermore, the Parties agree to work together to share student education records in a manner that best assures the protection of student education records from disclosure.

CHILDREN'S ONLINE PRIVACY PROTECTION ACT. If a Named User is under thirteen (13) years of age, then the following shall apply:

1. The Parties acknowledge and agree that in the event a Named User under thirteen (13) years of age registers or logs in to use the Services, by personally providing to Vector Solutions such Named User's personal information as such information is defined under the Children's Online Privacy Protection Rule ("COPPA"), including: (a) first and last name; (b) home or other physical address including street name and name of city or town; (c) email address; (d) screen or username; (e) telephone number; (f) social security number; (g) persistent identifier; (h) photograph, video, or audio file where such file contains a child's image or voice; (i) geolocation information that can identify the names of a street and city; and (j) information collected from such Named User that is combined with any of the previous (collectively, "COPPA Personally Identifiable Information" or "COPPA PII"), such PII shall be subject to the provisions of COPPA.
2. Each party represents and warrants that to the extent such Party's own activities in furtherance of this Agreement are subject to the provisions of COPPA, such Party shall operate in accordance with the applicable terms of COPPA for the duration of the term hereof.
3. We shall make commercially reasonable efforts to keep COPPA PII confidential and secured from transmission or disclosure to unauthorized recipients until such PII is deleted pursuant to the terms hereof.
4. We shall make no commercial use of PII collected on Your behalf other than for educational and safety purposes and shall use PII solely for Your benefit. We shall provide to You notices required by COPPA regarding Our practices as they relate to collecting, using, or disclosing COPPA PII, as well as notice of any material change to such practices in a timely manner under the law. We shall rely on You to obtain verifiable consent from a parent or guardian (collectively, "Parent") of each Named User under the age of 13, registered in association with You ("Verifiable Consent") to use the Services.
5. You shall make reasonable efforts to obtain Verifiable Consent to use the Services using one or more of the following methods: (a) providing a consent form to be signed by Parent and returned to You by mail, fax, or electronic scan; (b) requiring a Parent, in connection with a monetary transaction, to use a credit or debit card or other online payment system that provides notification of each discrete transaction to the primary account holder; (c) having a Parent call a toll-free number staffed by trained personnel; (d) having a Parent connect to trained personnel via video-conference; (e) checking a form of government issued identification against databases of such information, provided You delete Parent's identification promptly following the completion of the verification; or (f) sending an email coupled with additional steps, including (i) sending a second email confirming consent; or (ii) confirming consent by letter or telephone call after obtaining Parent's address or telephone number, provided that such methods of confirmation include notice that Parent may revoke any consent previously provided in response to the initial email.
6. In the event a Parent requests to exercise such Parent's right to: (a) review; (b) request deletion of; or (c) refuse further use or collection of the PII collected from the Parent's child, You shall relay such request to Us without unreasonable delay following Your successful verification that the requester is the Named User's Parent.

7. We shall delete PII collected from Named Users under the age of 13: (a) once such PII is no longer needed to fulfill the purpose of its collection; or (b) upon verified request by such Named User's Parent and shall utilize commercially reasonable safeguards to protect the PII from unauthorized access or use upon its disposal.

SERVICE SPECIFIC TERMS AND CONDITIONS

A. Vector EHS Management Services

A. This Section A contains service specific terms and conditions that will apply only if You are purchasing **Vector EHS Management Services ("EHS Services")** in Schedule A. Otherwise, the following terms will not apply to You.

8. An **"EHS Active Employee"** is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.
9. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in Scheduled A.
10. EHS Active Employees added after the Effective Date in Schedule A shall be billed at the full per employee fee. Such additional EHS Active Employees shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under this Agreement.
11. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.
12. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Your use of the Services will be based upon the actual number of EHS Active Employees in a given contract year. Employees inactivated in a given contract year will not count towards the total number of employees in the year following such inactivation, unless reactivated.
13. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions. As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipients(s). In the event such information is disclosed to an authorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State, or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With respect to Your use of the EHS Services, You acknowledge that We are not a covered entity or business associate under HIPAA.

B. Vector Evaluations+ Services

This Section B. contains service specific terms and conditions that will apply only if You are purchasing **Vector Evaluations+ Software as a Service in Schedule A**. Otherwise, the following terms will not apply to You.

1. **Access and Use**. We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) transmit data related to Your use of the Service over the Internet, and (iii) download and use the Evals + mobile device application software (referred to collectively as "Evals+ Services"). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in Schedule A.
2. If Your active user accounts exceed the number of Named Users during the term of this Agreement, You agree to pay for the additional Users, based on the per User fees in Schedule A. Adjusted fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period. You agree to pay for the number of Users using or authorized to access the Services in a given contract year.
3. **Data Storage Fees**. Evaluations+ Service includes up to 10GB of data storage for Your data. If You use storage above 10GB, You agree to pay Us for the extra storage used, based on the rate indicated in the Schedule A. Fees for additional storage will apply beginning on the month the additional storage is used, and accrue monthly.
4. **Your Content**. You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us on Your behalf, including but not limited to evaluation forms added to the system as part of support services We provide.
5. **Third-Party Content**. You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on the system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform,

such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.

6. **Effect of Termination.** You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

C. Vector WorkSafe Services and Vector LiveSafe Services

This Section C. contains service specific terms and conditions that will apply if You are licensing or using Vector WorkSafe Services, LiveSafe Essentials or Vector LiveSafe Services (collectively "LiveSafe Services") in Schedule A. Otherwise, the following terms will not apply to You.

1. **Authorized Users.** **Authorized Users** interchangeably may be referred to as "Named Users" means the employees, contractors and/or consultants under Your control who You authorized to operate the LiveSafe Services .
2. **Your Responsibilities.** You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.
3. **Your Data.** You agree that We may only use data collected, extracted or received through Your use of the Services ("Your Data") in an anonymized and aggregated manner (without specifically identifying You, Your users or Your location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of the Your Data in Our possession.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Scenario Learning , LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

James Madison University
800 South Main Street
Harrisonburg, VA 22807

By:  _____

By:  _____

Printed Name: Katie Hoffman

Printed Name: Doug Chester

Title: Senior Manager of Renewal Management, Education

Title: Buyer Senior

Date: 8/19/2024

Date: 8/29/2024

The attached Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form is included as part of this agreement and in case of conflict the COV Agency Contract Form Addendum to Contractor's Form governs.

ATTACHMENT D

James Madison University
Information Technology Services Addendum

CONTRACTOR NAME: Scenario Learning, LLC dba Vector Solutions

PRODUCT/SOLUTION: Vector LMS, Higher Education edition

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:**

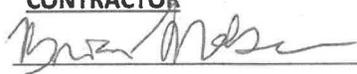
- a. Contractor will comply with all applicable laws and industry standards in performing services under the Agreement. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The 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: Doug Chester
TITLE: Buyer Senior
DATE: 8/29/2024

CONTRACTOR
SIGNATURE:  _____
PRINTED NAME: Brian McDonough
TITLE: Vice President of Sales
DATE: April 29, 2024

REV: March 23, 2020

ATTACHMENT E

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

AGENCY NAME: James Madison University

CONTRACTOR NAME: Scenario Learning, LLC dba Vector Solutions

DATE: April 29, 2024

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.

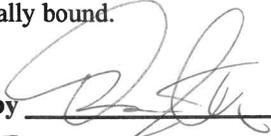
The Contractor's form contract is, with the exceptions noted herein, acceptable to the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the Commonwealth, and in consideration of the convenience of using that form, and 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 Buyer Senior

Printed Name Doug Chester

CONTRACTOR by 

Title Vice President of Sales

Printed Name Brian McDonough

April 2017



Response to Request for Proposal # FDC-1198
Online Training Services Provider

James Madison University

Due: May 9, 2024

Submitted By:

Lynn Sommerville

Director of Sales, Higher Education

Lynn.Sommerville@VectorSolutions.com

202.688.3154

Vector Solutions

2135 Dana Ave., Suite 300

Cincinnati, OH 45207

SUPPORTING SAFER, SMARTER, BETTER CAMPUSES.

Table of Contents

Proposal Acknowledgement Form	3
Transmittal Letter	4
Statement of Needs.....	7
A. Hosted System Features.....	7
B. IT/Support and Implementation criteria	28
C. Approach and Methodology – General	34
D. Approach and Methodology – Legislation and Regulation Compliance	38
E. Options – Current and Future.....	41
F. Documentation.....	43
Statement of Qualifications.....	44
Pricing.....	49
Terms and Conditions.....	52
Additional Attachments	54

REQUEST FOR PROPOSAL
RFP# FDC-1198

Issue Date: March 22, 2024
Title: Online Training Services Provider
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 April 25, 2024 for Furnishing the Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries for Information and Clarification Should Be Directed To: Doug Chester, Buyer Senior, Procurement Services, chestefd@jmu.edu; 540-568-4272; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

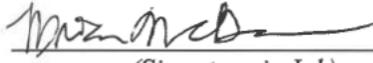
In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Scenario Learning, LLC dba Vector Solutions

4890 W Kennedy Blvd., Suite 300

Tampa, FL 33609

By: 
(Signature in Ink)

Name: Brian McDonough
(Please Print)

Date: April 29, 2024

Title: Vice President of Sales

Web Address: www.vectorsolutions.com

Phone: 800- 434-0154

Email: lynn.sommerville@vectorsolutions.com

Fax #: N/A

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

Transmittal Letter

May 9, 2024

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

RE: RFP FDC-1198: Online Training Services Provider

Dear Mr. Chester,

Scenario Learning, LLC dba Vector Solutions has prepared the following response to RFP FCD-1198 for an online training services provider for James Madison University (JMU). Our platform, Vector LMS, Higher Education Edition, and offered content meet the specifications as defined in the RFP. Vector Solutions understands JMU's requirements and is prepared to meet or exceed your expectations for online training for your faculty, staff, and students.

Vector Solutions has the equipment, ability, and experience to perform the work as stated in the RFP. We are financially stable and have offered training such as requested here for over 20 years. Our references will confirm our ability to provide the products and services requested. We have provided all documentation requested in the Scope of Work.

Vector Solutions assumes that our included terms and conditions will become a part of any final contract with JMU. We welcome the opportunity to negotiate terms to favorably advance in the bidding process.

About Vector Solutions

Vector Solutions is a leading provider of impactful technology solutions dedicated to driving safer, smarter, better decision-making in the world's most critical industries, including higher education. Vector Solutions' unique combination of information and technology is integral to the **24 thousand customers and 31 million users** we support annually. Additional information is available at www.vectorsolutions.com.

Higher Education Partner and Experience

Vector Solutions delivers online prevention education, data analytics, and research insights to **over 2,000 colleges**, universities, and national Greek-letter organizations, and serves more than

nine million learners annually. **For over 20 years**, Vector Solutions has been higher education's most widely trusted online training provider.



In July 2021, Vector Solutions added EVERFI's Campus Prevention Network and higher education business to its family. As two-long time leaders in higher education prevention and compliance training, our combined years of experience, commitment, and passion for student success and campus safety drive positive student and institutional outcomes.

In August 2022, Vector Solutions acquired Get Inclusive.

Together, we look forward to expanding courses and services, enhancing the quality and stability of platforms, increasing efforts to create safer, healthier, and more inclusive communities, and continuing to positively impact learners through data and collected insights.



A partnership with Vector Solutions guarantees the JMU will continue to be supported by industry thought leaders committed to evidence-based practice and institutional impact.

Key Contact

Please contact Lynn Sommerville, Director of Sales, Higher Education for all future correspondence related to this RFP. Lynn can be reached at

lynn.sommerville@vectorsolutions.com or 202.688.3154. Kelly Laker, Senior Renewal Manager, may also be contacted for any future correspondence related to this RFP. Kelly can be reached at Kelly.laker@vectorsolutions.com or 513.401.9174.

Executive Summary

Vector Solutions' proposal includes access to our online training courses for faculty, staff, and students on our own learning management system, Vector LMS. Our dynamic web-based courses will enhance JMU's training capabilities through customization, a variety of training topics, consistent updates to content, relevant to JMU's changing needs, and courses created for increased interactivity and engagement.

The training we deliver is grounded in efficacy-backed prevention and awareness methods, designed specifically to support faculty, staff, students and the critical stakeholders who routinely support their success. Our robust course libraries include all required training as outlined in this request for proposal, including Prevention of Sexual Violence and Substance Abuse, Title IX, and the Clery Act, among others.

Vector LMS, the training platform on which training may be delivered, is a robust, scalable solution that offers content customization capabilities, workflow configurations, and multiple options for learner notifications and reminders. Designed to support and streamline the ongoing, administrative management of repeat and recurring training tasks, Vector LMS includes the option to establish training plans in line with the institution's preferred training cadence and schedule reporting to support ongoing requests for insight.

Title IX and Course Updates

All course content is maintained in line with local and federal compliance guidelines and Vector provides updates when regulations change. For example, the Department of Education released the final Title IX regulations on Friday, April 19, 2024. Regulations will become effective August 1, 2024. **Vector Solutions is committed to providing updated courses that reflect these compliance related changes on or before August 1, 2024.**

Commitment

I am committed to ensuring that JMU receives the full value of our online training courses, and the Vector LMS platform. Our team has the experience and expertise necessary to successfully implement, manage, and support JMU throughout their student and faculty/staff training journey. Our training is web-based with realistic, interactive scenarios, includes in-course knowledge checks, and is easy to set-up, manage, and track a learner's course progress.

I am confident that Vector Solutions is the best possible vendor to provide ongoing, multi-module training to JMU. Our workforce and dedication to higher education allows us to build truly transformative technology. Our team offers valuable data insights on an innovative learning solution with the most up to date training content. **We look forward to building value for James Madison University.**

Thank you for the time invested in a review of our proposal.

Sincerely,



Brian McDonough
Vice President of Sales
Brian.McDonough@vectorsolutions.com

Statement of Needs

Vector Solutions will furnish all labor, materials, equipment, supervision, etc. to provide a hosted system for Prevention of Sexual Violence and Substance Abuse, along with discrimination and harassment training for supervisors and members of the campus community.

Vector Solutions provides an integrated and comprehensive product that includes web-based education training courses on the issues of sexual assault, consent, relationship violence, stalking, and bystander intervention in compliance with the Department of Education, Campus SaVE Act, and Title IX Federal prevention education requirements and alcohol prevention, alcohol use, underage drinking, binge drinking, and risk reduction to help students moderate student drinking and associated behaviors.

Vector Solutions offers courses for both students and employees, as requested by JMU.

A. Hosted System Features

1. A web-based, browser agnostic system. Describe how your proposed solution meets this requested feature.

Yes, Vector LMS is a web-based, browser agnostic system. The Vector LMS, Higher Education Platform is web-based and centrally hosted under the Software-as-a-Service model (SaaS), which has the added benefit of minimizing your Total Cost of Ownership (TCO). There is no hardware or software to install or maintain. Our sites are hosted by Amazon Web Services, a premium hosting facility with fault tolerance, nightly back-ups, and offsite storage.

The Vector LMS, Higher Education platform is accessible on any up-to-date standard web browser. No additional software or plugins are required. Our cloud-based platform is deployable on most devices, including Macs, PCs, tablets, smartphones, and screen readers.

2. A system that is a complete, commercial-off-the-shelf (COTS) secure hosted solution currently available for purchase by Higher Education Institutions. Describe how your proposed solution is a COTS solution.

Yes, Vector LMS is a complete, commercial-off-the-shelf secure hosted solution that is currently available for purchase by Higher Education Institutions. JMU currently utilizes the platform for online training, along with 2,000 other institutions. The platform, hosted by AWS, is fully complete and available now.

3. A system that is an integrated and comprehensive product or suite of products for students and employees that includes the following criteria:
 - a. An internet-based educational program addressing sexual assault, consent, relationship violence, stalking, and bystander intervention, aligning with the mandates of the Department of Education, Campus SaVE Act, and Title IX Federal regulations for prevention education. Describe how your proposed solution fulfills this essential criterion.

Yes, Vector LMS is an integrated and comprehensive product for students and employees and is an internet-based program addressing sexual assault and the other topics requested through engaging, expert written, online courses.

The training we deliver is grounded in efficacy-backed prevention and awareness methods, designed specifically to support faculty, staff, students and the critical stakeholders who routinely support their success. Our robust course libraries include all required training as outlined in this request for proposal, including: sexual assault, consent, relationship violence, stalking, and bystander intervention. Vector Solutions' course content aligns with mandates from the Department of Education, Campus SaVE Act, and Title IX Federal regulations for prevention education. As noted in our cover letter, courses are currently being updated to comply with recently released Title IX regulations.

Our high-impact courses are designed to address the evolving needs and emerging imperatives of higher education. Courses reflect academic and industry research for preparing learners, supporting informed decision making, and complying with federal and state mandates. Our compliance, prevention, and skills-focused courses are written for a specific audience, either higher education students or higher education faculty and staff.

Our Sexual Assault Prevention suite of courses covers these important content areas. Separate courses are offered for various intended audiences to speak to their individual experience. Our courses combine academic and industry research, insights from leading experts and practitioners, best practices in online learning pedagogy, and feedback from our partners to develop courses that educate and empower. For example, Sexual Assault Prevention for Undergraduates focuses on the undergrad experience, first-time college students, first-year college students, and how best to prepare for potential risks in the college experience. Sexual Assault Prevention for Graduate Students focuses on the graduate experience, including how to interact with advisors, faculty members, peers, and undergrad students.

Please see the full list of courses available in the Sexual Assault Prevention libraries here:

Student: [Sexual Assault Prevention Library](#) (10 courses)

Faculty/Staff: [Harassment, Discrimination and Sexual Assault Prevention Library](#) (14 courses)

Vector is the only organization whose population-level course covering sexual assault prevention has demonstrated efficacy. In April 2018, a peer reviewed analysis was published in the Journal of Interpersonal Violence on Vector’s sexual assault prevention course for undergraduates. The study sample (n=167,000) was limited to learners who identified as “first year” college students and provided complete pre- and post- survey responses from 80 institutions with sufficient student sample sizes and adequate implementation of the program. In terms of Intervention Ability and Intent—a widely recognized best practice for sexual assault prevention—98% of schools saw a statistically significant increase in their student responses. Most institutions (75%) showed a significant increase in the percentage of students with accurate Perceptions of Social Norms. This is a particularly noteworthy finding given the importance of perceived norms in supporting healthy, positive behaviors. In addition to the improvements demonstrated in bystander intervention and social norms, 84% of schools saw significant increases in their students’ Empathy and Support for Victims. Most schools had very positive baseline scores around Belief in Sexual Assault Myths, thus only 34% showed significant pre-post improvements in this category.

- b. [An internet-based education program that explores the issues of alcohol prevention, alcohol use, underage drinking, binge drinking, and risk reduction to help moderate student drinking and associated behaviors. Describe how your proposed solution addresses these issues.](#)

Yes, Vector Solutions provides internet-based education program that explores the issues of alcohol prevention, alcohol use, underage drinking, binge drinking, and risk reduction to help moderate student drinking and associated behaviors. Our course, *AlcoholEDU for College*, provides an overview of the risks of alcohol and other drugs and strategies for handling dangerous situations. The follow-up refresher course, *AlcoholEDU Ongoing Education*, provides a shorter, more compact overview of similar topics.

Vector LMS offers an interface for learners that is **user-friendly, engaging, and interactive**. Courses are interactive and include audio, text, photography, or video to enhance the content presented to learners and ensure a high-level of engagement. Our instructional design and engineering teams collaborated to build a web-based, online course for students, faculty, and staff that is asynchronous, engaging, interactive, and responsive to multiple learner styles and experiences.

Interactive scenarios instruct learners on a variety of topics, including:

- how to recognize, respond to, and report sexual misconduct on campus effectively and appropriately
- intervene when someone may be at risk of experiencing harm from a drug or alcohol overdose
- recognize and respond to bias-related incidents

- help someone who may be struggling with mental health issues

Vector Solutions uses online course design principles to **transform course content into an engaging and informative training experience**. Where appropriate, we utilize storytelling as a means of humanizing topics and to help users contextualize the concepts they're learning. Those stories might be conveyed through interviews with people sharing their personal experiences or they might be realistic fictional scenarios. In addition, our courses include:

- Animations and Graphics
- Knowledge Checks and Assessments
- Interactivity
- Testimonials

Please see the full list of courses available in the Alcohol and Drug Misuse Prevention libraries here:

Student: [Alcohol and Drug Misuse Prevention Library](#) (9 courses)

Vector is the only prevention education and compliance provider with nine efficacy studies published in peer reviewed journals demonstrating the efficacy of our approach to prevention education. AlcoholEDU for College has undergone eight efficacy studies, including a multisite randomized control trial conducted by the Pacific Institute for Research and Evaluation (PIRE) and funded by the National Institute on Alcohol Abuse and Alcoholism (NIAAA). The author's analysis found that immediately following course implementation, the treatment group colleges showed statistically significant decreases in frequency of past 30-day alcohol use, past 30-day "binge" drinking, and total number of past 30-day alcohol-related problems. Importantly, because this study involved a wide variety of four-year colleges and universities, the results are generalizable to other institutions. Additionally, with campuses reporting completion rates of anywhere from 4% to 100%, PIRE noted that the results were likely an underestimation of the course's effect. And by looking at results across the varying rates of completion, researchers were able to identify that AlcoholEDU was more effective for schools with the highest rates of course completion, making the case for mandating completion of AlcoholEDU to yield the greatest benefits. Importantly, this study together with the additional eight efficacy studies, resulted in AlcoholEDU receiving the highest effectiveness rating in the NIAAA's alcohol intervention matrix.

- [An internet-based education program on issues of discrimination, harassment and retaliation in compliance with the Office of Civil Rights and Title VII and Civil Right Act of 1964. Describe how your proposed solution addresses these issues.](#)

Yes, Vector Solutions' courses cover discrimination, harassment, and retaliation in compliance with the Office of Civil Rights and Title VII and Civil Rights Act of 1964. Our courses address the issues of discrimination, harassment, and retaliation by introducing and reinforcing learned knowledge. Courses are designed to empower learners by strengthening their skills and increasing their

confidence. Using realistic scenarios, learners are guided through the impact of discrimination, harassment, and retaliation. Content reflects affirmative consent, the nuances of reporting, and support measures related to gender-based violence. Courses include information on what a learner should do if they have experienced or witnessed assault, discrimination, exploitation, or stalking. Material focuses on the importance of not attributing blame to victims, encouraging medical and psychological help when appropriate, how to be supporting, how to become an advocate, and understanding the long-term consequences of violence and assault.

Overarching course design helps to ensure that learners are achieving the desired learning objectives in a trauma-informed, non-judgmental way. Courses are interactive and include audio, text, photography, or video to enhance the content presented to learners and increase engagement.

Our courses recognize that certain populations are especially vulnerable to the impacts of sexual and gender based violence or discrimination due to their status in society, their gender identity, or a combination of factors, any of which can create barriers to accessing support. Course content acknowledges that not everyone feels safe reporting their experience to the police or others in positions of authority for a variety of reasons and provides several options for getting assistance if the process of seeking help has the potential to cause further trauma for the individual.

Vector Solutions clients use the Custom Course Tool to provide specific information to their learners related to on and off-campus resources that learners should utilize to report instances of discrimination, harassment, sexual misconduct, sexual exploitations, dating or domestic violence, or stalking. The tool allows an administrator to present statements or resources as PDF files, a web link, custom video content through YouTube, or PowerPoints. Uploading documents through the Custom Course Tool can require an acknowledgement by the learner, highlighting to administrators that each learner has received and read related content. There is no limit to the number of resources that can be added. Administrators may also choose to add custom content through a Custom Introduction to introduce a warning to learners taking a potentially triggering course.

Please see the full list of courses available in the Discrimination, Harassment, and Retaliation libraries here:

Faculty/Staff: [Harassment, Discrimination and Sexual Assault Prevention Library](#) (14 courses)

- d. Describe how your proposed solution addresses pre and post matriculation program data that provides anonymous feedback to help students assess and modify their own consumption habits, and provides administrators data comparison to evaluate the educational program effectiveness.

The Vector LMS, Higher Education platform includes three assessment types, allowing administrators to select the assessment type that best fits the corresponding training:

- **Post-Assessment** – Measure user retention of topic with an assessment after the course.
- **Pre- and Post-Assessment** – Measure user knowledge gain from before and after the course.
- **Test-Out** – Users can bypass an assigned course if their knowledge of the course content is greater than the minimum set by the administrator.

Course assessments are available for each course within our course library but cannot be customized.

A Follow-Up Assignment/Survey is available for select courses. This type of assignment can be taken in a customized amount of time following the completion of a course. This allows administrators to identify how the learner may have adjusted their beliefs, attitudes, or behaviors after having taken their training and applying what they have learned.

The University can add their own custom surveys or assessments to each course using the Custom Course Tool. There is no limit to the number of surveys created and there are several useful ways to incorporate user surveys such as gauging campus climate, inquiring about wellness, and using the data to review or reconstruct policies. All the survey data is provided back to administrators in an aggregate, de-identified report in the Assessment & Survey Results Report view and can be exported to Excel for further review.

In 2023, we released four National Insight Reports focused on areas of greatest concern across our higher education partner base; Insights were informed by the aggregate, deidentified pre-, post-, and intersession survey responses of nearly 1M student course takers during the Fall 2023 semester:

- [2023 Mental Well-Being Insight Report](#)
- [2023 Sexual & Gender Based Violence Insight Report](#)
- [2023 Alcohol Use and Misuse Insight Report](#)
- [2023 Diversity, Inclusion, & Belonging Insight Report](#)

Examples of the customizable surveys which informed these Insights can be found [here](#).

Assessments and surveys address pre and post matriculation program data and provides anonymous feedback to help students assess and modify their consumption habits and provides administrators with data to evaluate program effectiveness.

Annual Reports

Vector Solutions also provides annual reporting through annual Impact Reports. **Annual Impact Reports provide trend data and a comprehensive analysis** of the impact of our courses on your learners. Developed by our research team, Impact Reports provide data that supports strategic planning and resource allocations. These curated data summaries cover key insights gleaned from course survey responses. Impact Reports include data on strategic focus areas and are tailored to each institution based on survey responses.

Impact Reports highlight the critical importance of student training, arming administrators with an easy-to-share report that articulates value to leadership. Reports allow for a comparison of institutional data against peer benchmarks to contextualize needs and strengths. Data clearly identifies key focus areas to inform ongoing programming and impact as well as actionable recommendations from our in-house subject-matter experts.

- e. Describe how your proposed solution addresses programs or intervention tools available for use as sanctions for university alcohol policy violations, programs for targeted populations (e.g., Greek Life, athletes, parents, etc.), and programs covering issues of use of other drugs, if any.

Our offered online training courses address intervention tools available for use as sanctions for university alcohol policy violations through custom course configurations and ability to add custom surveys and policies to courses. We recommend the University customize courses to include their specific alcohol policy violations so all learners are required to view and acknowledge the policy prior to starting their training.

Vector Solutions offers programs for targeted populations in a few ways, including specific courses for students and employees; for Greek Life and athletes; and for undergrads and graduate students. We also offer full courses and refresher courses to focus on topics in various ways for increased retention.

Vector LMS offers **full and refresher courses** to utilize across the student experience, as well as scaffolded courses where appropriate. For example, the faculty/staff course *Diversity Competent Mentoring* is offered in a three-part series that builds on past course material. Some courses provide a general overview of a topic, while a follow-up refresher course may provide a shorter, more compact overview of similar topics.

Full courses may be more appropriate for a first-year student, while a shorter, refresher course may be more appropriate for a second- or third-year student. Courses may cover the same information but use different scenarios and case studies to keep the learner engaged. Additional refresher course topics include clarifying consent, bystander intervention, healthy relationships, sexual harassment, staling, verbal defense, and more.

In addition, **courses specific to undergraduates and graduates, athletes and non-athletes, and tradition and non-traditional students** are available to specifically speak to a certain audience on a topic.

In addition, Vector Solutions recently announced a [partnership with the US Council for Athletes' Health \(USCAH\)](#) to strengthen the health and safety of student athletes. Through the partnership, Vector will offer schools and colleges access to nearly 50 health and safety courses that help prevent catastrophic injuries in sports. Expert-authored courses for coaches, college athletes, administrators, parents, and other stakeholders are available now to foster a safe, well-rounded environment for athletes. The press release may be viewed [HERE](#) and additional information is available [HERE](#).

Our Alcohol and Substance Misuse Prevention Library includes a course on cannabis, prescription drugs, opioids, and prescription addiction related to stimulants and depressants.

f. [Describe how your proposed solution takes into consideration issues regarding gender, sexual orientation and possibly race.](#)

Offered training courses deliver content that positively and measurably change unhealthy behavior while at the same time supporting healthy, respectful behavior related to each of the issues we address. Helping all students advocate for and support one another can only be achieved with careful attention given to ensuring an inclusive and representative course experience. **We are intentional in our efforts to avoid assumptions and to acknowledge diverse identities.**

We do this by:

- avoiding gender-based stereotypes
- using images and actors that are visually representative of diverse populations
- using scenarios and story lines that represent a range of experiences and identities

Beyond this, courses in the student *Sexual Assault Prevention* as well as the faculty *Harassment, Discrimination, and Sexual Assault Prevention* libraries include content that specifically address the harms associated with gender-and identity-based stereotypes and builds learner skills in recognizing and intervening in incidents of stereotyping based on gender or other identities.

Our courses also recognize that certain populations are especially vulnerable to the impacts of sexual and gender-based violence due to their status in society, their gender identity, or a combination of factors, any of which can create barriers to accessing support. Course content acknowledges that not everyone feels safe reporting their experience to the police or others in positions of authority for a variety of reasons and provides several options for getting assistance if the process of seeking help has the potential to cause further trauma for the individual.

Vector Solutions training and content reflects affirmative consent, the nuances of reporting, and support measures related to gender-based violence. Core courses are designed with trauma-informed principles. Courses introduce and reinforce learned knowledge, empower students by strengthening their consent and relationship skills, and increase their confidence and ability to intervene when friends engage in unsafe or unhealthy behavior.

Building on students' developmental experiences, courses prepare them to navigate their environments using realistic scenarios and increases survivor empathy through understanding the impact of trauma. Overarching course design helps to ensure that learners are achieving the desired learning objectives in a trauma-informed, non-judgmental way.

Leveraging various identity experiences allows for a multi-dimensional lens where diversity is reflected and courses are developed with the goal of engaging all learners regardless of ability, race, ethnicity, socioeconomic status, religion, or gender identity. Scenarios and story lines represent a range of experiences and identities.

- g. [Specify how your proposed solution integrates with Shibboleth, Okta, or Active Directory for Authentication. Describe use of LDAP\(S\) for authentication and/or authorization and how this is accomplished in the proposed solution.](#)

LDAP or Active Directory Integration

The training system can authenticate directly against an organization's LDAP server or your Active Directory. The system automatically refreshes and extracts data to capture/remove any users based on their status in your Active Directory – this is a read-only search query into your Active Directory. LDAP is the most automated method of data authentication.

Our [LDAP Integration Technical Specifications sheet](#) contains additional details.

SSO/SAML Integration

Single Sign-On (SSO) is an access control feature that allows users to log in just once to an application, then link to any number of other connected software applications, without the need for reentering their credentials each time. Vector Solutions supports the SAML 2.0 method of single sign-on, which is used by a number of vendors, including Google, Microsoft AD, and Office 365. Typically, organizations will have their own online software application which their users can

log into. Adding the SSO feature will allow users to select a link and automatically open the My Assignments page of their training system.

With SSO or SAML Integration, our training system still requires a spreadsheet of active users to be sent over on a regular basis for upload. This is required so that the training system can identify all users who need to complete training as well as notify those who have incomplete assignments.

Our [Single Sign-on \(SSO\)/SAML Integration technical documentation](#) contains additional details.

- h. Describe how your proposed solution addresses compliance with the Americans with Disabilities Act (ADA), including but not limited to accessibility for the hearing and visually impaired.

Vector Solutions is committed to complying with accessibility standards. We are designing our solution to be fully compatible with assistive technologies and to be fully accessible to accessible technologies after the remediation is complete. Please see our included VPAT and VPAT Remediation plan for additional details related to this important work.

The Vector LMS platform complies with WCAG as noted in our included VPAT and VPAT Remediation Plan. Vector Solutions continually seeks and strives to adhere to accepted guidelines and standards for accessibility and usability. We are actively working to increase the accessibility and usability of our products, regardless of technology or ability. We conduct accessibility testing internally and use TestPros, a 3rd party vendor, to complete product VPATs.

Vector Solutions has a full-time Digital Accessibility lead who is responsible for the company's digital accessibility functions. He has IAAP certifications (WAS, CPACC) and has passed the Trusted Tester certification exam. With a background in UX and product design, he has 20+ years' experience in accessibility, with the last 8 years in a dedicated digital accessibility role. In his previous role he established an Accessibility Center of Excellence and led the global digital accessibility strategy including governance, methodology, training, procurement, risk management. He partnered with executive leaders from technology, procurement, risk, legal, branding, learning, and DEI functions to infuse accessibility into business processes and provided guidance to front end developers, UX designers, testers, and created product remediation roadmaps.

In the past 24 months, Vector has completely overhauled our LMS to support new and advanced capabilities requested by clients, including accessibility. We have spent over 14,000 hours of person-time dedicated to improving WCAG 2.1 accessibility standards.

In the next 12-18 months, Vector intends to deliver additional functionality within the Vector LMS that continue to match WCAG standards. Our budget and time resources have been appropriately allocated to meet the needs of our higher education clients.

We are integrating accessibility into our dev methodology, adopting accessible coding best practices, and conducting ongoing accessibility bootcamps. The developers, designers, and testers have been trained internally on WCAG and will be completing Web Accessibility curriculum this year. We will also be adopting WCAG 2.2 AA as our official standard soon.

- i. Explain how your proposed solution addresses compelled viewing so that the user cannot skip ahead, and how it also includes quizzes or surveys to be completed at end of each module and/or end of training.

The level of interaction required for learners to progress through the course - even when on mute - significantly reduces their ability to easily skip through the content. Delayed appearance of a "next" arrow throughout is another technique used to discourage "clicking through" the course. We do not prevent learners from muting the course. For some learners, it can be beneficial to have the sound off and use the caption feature--they may be taking the course in a public location, have noise sensitivity, have difficulty hearing certain tones, have a learning disability that makes closed captioning preferable to listening, or any number of other reasons. Learners who choose to mute to disengage will still be required to interact with the course to progress.

Courses include post-assessments and/or pre- and post-assessments to measure user retention of topics with an assessment after the course or measure user knowledge gain from before and after the course. These assessments help reinforce training and understand if a user has actually completed assigned training courses based on their final assessment score.

In addition, the University may add additional custom surveys at the end of each course to incorporate additional questions. This type of assignment can be taken to identify how the learner may have adjusted beliefs, if they understand campus resources, to inquire about wellness initiatives, and more.

- j. This training tool must comply with Title IX of the Education Amendments Act of 1972, the Violence Against Women Reauthorization Act of 2013, Campus Sexual Violence Act of 2013, Regulations under the Violence Against Women Reauthorization Act, and any future changes in the Federal and State law before each training period. Describe how your proposed solution complies with this criterion.

Yes, offered training complies with Title IX of the Education Amendments Act of 1972, the Violence Against Women Reauthorization Act of 2013, Campus Sexual Violence Act of 2013, Regulations under the Violence Against Women Reauthorization Act, and any future changes in the federal and state law.

Vector Solutions offers multiple courses that cover Title IX, Clery Act, and VAWA for both students and employees. Offered courses cover required Title IX topics so the University can comply with

federal legislation, but also cover other important topics around responses and prevention. For example, additional courses on bystander intervention, actionable techniques to reduce sexual assault, healthy relationships, domestic/dating violence, and more are available to cover the broad range of intricate details associated with sexual misconduct.

With input from thought leaders, professional organizations, and subject-matter experts, our courses address civil rights protections for students under Title IX, Title VI, related legislation, and protection against retaliation. Training with Vector Solutions was specifically created to help institutions meet Title IX and VAWA education requirements in a way that is appropriate, engaging, and relatable to learners. We recognize the unique characteristics of learners and deliver unique courses to fit their needs.

Our online programs are built by prevention and compliance experts to meet and exceed requirements from Title IX, Clery Act, and EDGAR part 86, while also providing thoughtful and effective prevention education.

Courses are being updated now to comply with the recently released Title IX updates.

- k. [This mandatory training must comply with the Office of Civil Rights and Title VII and Civil Rights act of 1964. Describe how your proposed solution complies with this criterion.](#)

Yes, offered training complies with the Office of Civil Rights and Title VII and Civil Rights act of 1964. Vector Solutions maintains and updates training programs as necessary based on federal and state laws, guidance from the Office of Civil Rights, and other federal regulatory agencies (e.g., Department of Education, Federal Student Aid, Department of Justice). Using a proactive, multidisciplinary approach to compliance updates, Vector Solutions legal editors and subject matter experts monitor developing legislation and regulatory action and communicate to customers about emerging trends regularly.

- l. [Detail your proposed solution's access to social norming and normed/national data.](#)

Vector Solutions provides access to social norming and normed/national data through peer-reviewed journals where course efficacy is demonstrated and through annual Impact Reports.

The April 2018 peer-reviewed analysis in the journal of Interpersonal Violence on the Campus Prevention Network's sexual assault prevention course for undergraduates validated that the course empowers students with the knowledge needed to understand how positive social norms play a role in fostering healthy campuses. Most institutions (75%) showed a significant increase in the percentage of students with accurate Perceptions of Social Norms after completing the

course. This is noteworthy given the importance of perceived norms in supporting healthy, positive behaviors.

Impact Reports highlight the critical importance of student training, arming administrators with an easy-to-share report that articulates value to leadership. Reports allow for a comparison of institutional data against peer benchmarks to contextualize needs and strengths. Data clearly identifies key focus areas to inform ongoing programming and impact as well as actionable recommendations from our in-house subject-matter experts.

m. Describe your proposed solution's access to additional resources such as students in distress and substance abuse (drugs).

Vector LMS provides ample access to additional resources such as students in distress and substance abuse through customization and the ability for the University to upload their own documents to the platform. Campus and support resources may be uploaded to the platform for student use.

Vector Solutions also provides course facilitator guides to equip administrators with resources to inform and support ongoing prevention initiatives and help students integrate what they've learned into their campus experience.

n. Describe your proposed solution's access to best practices research and advisory support.

Training from Vector Solutions is training built on best practices research.

Vector Solutions' courses are grounded in industry best practices and pedagogy, building on the following theories and frameworks:

- **Social Norms Theory:** Individuals often underestimate the prevalence of healthy attitudes and behaviors among their peers, and our content works to address this misperception.
- **Positive Framing:** Decades of research suggest that positively framed messages tend to promote healthy behaviors more effectively, in addition to helping reduce unhealthy or harmful behaviors.
- **Action-Oriented Language:** Our courses incorporate specific tones, phrases, and word choices to encourage learners to think about their values, and how these values are essential in creating sustained positive perceptions.
- **Data to Validate Learning Objectives:** Survey and assessment data provides institutions with insights into their unique student bodies, including demographics and trends. This real-time information allows Vector Solutions to iterate and strengthen resources to ensure the most effective and impactful learner experience.

The process of **developing course content begins with the behavioral change** wanted to produce (ideally focusing on specific, measurable, attainable, relevant, and timely goals). Each of these intended behavioral outcomes is supported by a set of learning objectives. The learning objectives are linked to seven categories derived from three seminal behavior change theories and are then structured and targeted for specific subpopulations to address the unique needs of diverse learner demographics.

Our offered courses are the only online prevention education organization whose core higher education products have been rigorously evaluated and demonstrated to have efficacy.

Vector Solutions' courses are developed using a prevention-based, public health approach that:

- recognizes most individuals do NOT engage in unhealthy, self-destructive, disrespectful, or illegal behaviors
- challenges misperceptions of the prevalence and acceptance of these behaviors
- provides guidance for those who engage in these behaviors to make more informed, thoughtful decisions
- helps learners build self-efficacy to maintain healthy behavior, alter problematic behavior, and intervene as appropriate when observing concerning behaviors

This strategy is guided by published research, stakeholder interviews, and data analysis from 20 years of deploying digital resources on college and university campuses. Additionally, we seek to recognize and account for potential impacts of societal and developmental shifts in determining the most effective way to incorporate best practice. Efficacy framework enables institutions to foster positive campus communities on the most pressing challenges facing higher education, while meeting all state and federal requirements in one seamless experience.

To help ensure that our courses drive positive and measurable change in behaviors, we have created an evidence-informed process for developing content. This begins with the behavioral change we want to produce (ideally focusing on specific, measurable, attainable, relevant, and timely goals).

Each intended behavioral outcome is supported by a set of learning objectives. The learning objectives are linked to seven categories derived from three seminal behavior change theories: the Health Belief Model, the Theory of Planned Behavior, Social Cognitive Theory and Cognitive Behavioral Theory.

Vector Solutions Innovation Council and Customer Advisory Board

Our Innovation Council is a collaborative body established to foster and drive innovative initiatives. Institutions are invited to work with experts from various Vector Solutions departments for brainstorming, ideation, and problem-solving. The Council plays a pivotal role in identifying

emerging technologies and trends, evaluating potential impact, and formulating strategies for integration.

Similarly, our Customer Advisory Board provides additional insights and feedback on our products, services, courses, and technology. Members are typically experts in their field and understand the importance of prevention efforts at their institution and for the greater community. The Board enhances relationships, gathers critical input for product development and improvement, and ensures that our platform and courses are aligned with our customer needs and preferences.

o. Explain how your proposed solution is user friendly and intuitively obvious to novice users.

The Vector LMS, Higher Education platform is cloud-based and optimized for mobile devices. The platform can be accessed on any internet-enabled device, such as mobile devices, computers, laptops, or tablets. The user interface has a modern display and is easy to navigate by all levels of users. The platform has been designed to allow a learner to understand, with no platform training, how to access training. Upon login, a learner is presented with their assigned courses, additional training courses available (if available), and their training history. Assignments are only a click away and certificates of completion are two clicks.

p. Describe your proposed solution's "Help Desk" function for users that may experience technical difficulties.

Vector Solutions provides unlimited access to customer and technical support for students, faculty, administrators, and technical personnel. Our Support team serves as the primary first-level technical support group, the liaison between other Technical Support areas, and the escalation contact for urgent issues.

Ways to Contact Support

- Phone: 800-434-0154 option 3; Monday through Friday, 8 am - 6 pm ET
- Chat: Click on "Chat with an Expert" on the support page when logged in to your training website; available Monday through Friday, 8 am - 5 pm ET
- Web ticket submission: Click on "Submit Support Case" on the support page (whether logged in or not) to send an automatic help request to technical and customer support; available 24/7.

Vector Solutions' average response time for all Support issues is 4.3 hours.

Online Help Center

The Help Center includes administrator and user self-help articles, articles with step-by-step interactions, detailed screens shots, pre-recorded webinar trainings, video tutorials,

troubleshooting tips, best practices, and more. Site available [HERE](#). Common resources for users include articles such as how to complete a course, how to print a certificate of completion, how to contact support, and more. Common resources for administrators include articles such as how to run reports, a training launch checklist, signing up for training, viewing historical data, creating training plans, and more. Access the online help center here:

<https://support.vectortrainingeducation.com/s/>.

- q. Describe the content updating process of your proposed solution and the capability to be updated every semester, prior to each training period at no additional cost.

Using a proactive, multidisciplinary approach to compliance updates, Vector Solutions' legal editors and subject matter experts monitor developing legislation and regulatory action and communicate to customers about emerging trends regularly. When new legislation, regulations or guidance are issued at the federal or state level, these personnel coordinate with others in the product and content team to plan for the review and revision of the training programs prior to their effective date to ensure that institutions remain compliant.

Vector Solutions maintains and updates training programs as necessary based on federal and state laws, guidance from the Office of Civil Rights, and other federal regulatory agencies (e.g., Department of Education, Federal Student Aid, Department of Justice). Courses are updated as needed during a predetermined period to minimize course disruption for learners. If regulatory guidance or laws necessitate content updates outside of the standard release schedule, Vector Solutions will ensure that course updates are completed within the window of implementation.

When laws, regulations or guidance are issued with an immediate effective date, Vector Solutions team members prioritize these updates, determine the schedule based on the amount of time required to make those updates and communicate the anticipated update schedule accordingly.

Beyond legal and compliance updates, Vector Solutions strives to keep content fresh, engaging, and relevant for users based on industry standards and best practices.

- r. Detail your proposed solution's ability to update user information within one week of the University submitting request and information.

Vector LMS offers multiple ways to update user information within the platform. A University administrator may update user information as often as needed directly in the platform. With SSO/SAML integration, an active spreadsheet of users need to be sent to Vector Solutions on a regular basis for upload. In general, these updates can be completed within two business days of submission, assuming that the data is in the correct format/template and is accurate. LDAP is also available, and automatically refreshes and extracts data to capture/remove any users based on their status in your Active Directory. LDAP is the most automated method of data authentication.

- s. Detail your proposed solution's reporting features that have, but are not limited to, names of users, dates and times of completion, number of users, number of times used, and required users who did not complete the training.

Vector LMS offers **robust weekly, monthly, or ad-hoc reporting** options. Vector LMS automatically tracks training data in real-time and builds the most up-to-date reports for administrators to utilize. Reports include information such as the names of user, dates and times of completion, number of users, number of times used or assessments completed, and required users who did not complete the training, among other data points.

Our system generates **five 'Quick Reports'** (all assignments, outstanding assignments, past due assignments, employees with completions, and all completions), which can be customized by timeframe (month-to-date, last 30 days, previous calendar month, school year-to-date, and previous school year).

Our **advanced reporting options** that allow for enhanced customization are:

- Compliance by Learner
- Course Completions Over Time
- Learners with Completions
- Training Compliance
- Group Assignment Compliance
- Assessments
- Assessment Improvement
- Engagement Reports
- Drinker Profile Report (as applicable)
- Quiz and Survey Reports

Real time tracking, benchmarking, and aggregate reports allow administrators to easily see training statistics, analyze users' retention of topics before and after completing a course, and receive compliance reports on a regular basis to stay informed on training status. Reports can be customized to include certain users and filtered by position, location, course library, course title, course status, category, detail, and timeframe.

As the Vector LMS platform provides robust and flexible reporting capabilities, most Vector Solutions' partner institutions can achieve all reporting needs within the existing platform capabilities. Should the University wish to further analyze their own data, raw data requests can be submitted via your Account Executive or our dedicated Administrator Support team. Additional custom reporting requests will be evaluated on an as-needed basis and may incur an additional fee.

- t. Describe your proposed solution's ability for university administrators to have immediate and direct access to tracking information. Also, describe how your proposed solution gives administrators the ability to track training completion and analyze data from responses.

University administrators will have immediate and direct access to training tracking information through the Vector LMS administrative dashboard. Real-time data dashboard inform ongoing training statuses. Administrators may track training completion and analyze data from responses via the reports previously described.

The admin dashboard is a one-stop overview of recent course completions, feedback from users, access to training plans, training courses, reports, preferences, and more. A short video on the dashboard features and functionality is available here:

<https://support.vectortrainingeducation.com/s/article/Dashboard>.

The dashboard default view is a graphical depiction of completions over time with a tracker for the total completed assignments and the amount of assignments that were completed today. The feedback section provides a stream of comments left from users who completed their assigned training. The dashboard also includes a bell icon where admins can see news from Vector Solutions, including product updates, features, webinars, and more.

In addition, the admin dashboard provides easy access to:

- **Training Plans**, including group training, repeating training, new hire training, and offline training
- **Employees** tab, which allows admins to manage their user data in the site, including adding a new user, editing a user profile, adding a new location or position, marking a course complete or exempt, assigning an individual assignment, looking up a certificate, granting permissions, and viewing the email log
- **Courses** tab, which allows admins to stream and manage the courses in your library, customize a course, hide a course, assign a course, create custom course surveys, create custom courses, and create shell courses to track offline courses
- **Reports** tab, which allows administrators to run reports such as compliance, completion, and assessment reports
- **Preferences** tab, which allows administrators to edit auto emails, create custom emails, turn on monthly reports, edit the login page, lock training plans, add additional assignment categories, and customize the completion certificate
- **Help** tab, which provides easy access to our online support center

Additional details and full information on all tabs with video walkthroughs is available here:

<https://support.vectortrainingeducation.com/s/article/Vector-LMS-Administrator-Training>

- u. Describe your proposed solution's process of providing data reports based on student responses and normed/national data, providing sample reports, including but not limited to survey availability, pre- and post-quiz or testing results, and names of persons completing courses or modules, etc.

Vector Solutions provide data reports based on student responses and normed/national data through our annual Impact Reports. Data include pre- and post-assessment results.

Annual Impact Reports provide trend data and a comprehensive analysis of the impact of our courses on your learners. Developed by our research team, Impact Reports provide data that supports strategic planning and resource allocations. These curated data summaries cover key insights gleaned from course survey responses. Impact Reports include data on strategic focus areas and are tailored to each institution based on survey responses.

Impact Reports highlight the critical importance of student training, arming administrators with an easy-to-share report that articulates value to leadership. Reports allow for a comparison of institutional data against peer benchmarks to contextualize needs and strengths. Data clearly identifies key focus areas to inform ongoing programming and impact as well as actionable recommendations from our in-house subject-matter experts.

Sample Impact Reports for [AlcoholEDU](#) and [Sexual Assault Prevention](#) are linked here for your review.

- v. Detail your proposed solution's user feedback forms that are to be required for each user during each training session.

The University may require that each learner complete a feedback form after each completed course. These forms may be a customized survey, designed by the University to capture specific questions that are most important to your values or strategic plan. In addition, some courses have pre-build pre- and post-assessments to capture knowledge gain, behavior changes, and request general feedback on the course or training in general.

- w. Detail your proposed solutions' ability to respond to user questions within one (1) business day.

Vector Solutions aims to respond to all user questions as quickly as possible. Our average resolution time for all submitted inquiries over the past 6 months is 4.3 hours. In general, Vector Solutions does not guarantee a specific response or resolution time, as sometimes issues are complex and require additional stakeholders to update, fix, or resolve. All issues submitted receive an immediate response confirming the issue has been received. Our team utilizes a prioritized response model that aims to acknowledge and complete non-urgent submitted inquiries within one business day.

- x. Describe your proposed solution's ability to allow users to be able to save sessions (or "pause and return") for later use.

Training within the Vector LMS, Higher Education platform can be completed in multiple parts and returned to as the learner needs as the system automatically saves the learner's progress. When a learner is logged in to the platform, which is required to access training, all course completions and steps are automatically tracked, allowing the user to save or exit and return later to complete the course in multiple sessions.

- y. Describe how your firm provides marketing materials for university use on campus and online at no additional cost.

Vector Solutions has some marketing materials available for university use on campus and online at no additional cost. These materials would be provided via electronic means and the University may print them or post around campus as desired. Our team will work with the University to identify the best types of marketing materials to provide for your stated purposes. Course learning outcomes/objectives and the completion time required for courses are both available, as requested in the addendum.

- z. Describe the data, formats, and services that are provided to import data from existing systems into your proposed solution.

Vector Solutions does allow for some data to be imported into the platform, including user data and prior training history. Training data formats and services may vary; please contact our customer success team to inquire for more details on how historical data may be imported into the Vector LMS platform.

User management or authentication data may be uploaded to the platform via LDAP, SSO/SAML, or a .csv file on a regular basis. Additional information on importing data is available here: <https://support.vectortrainingeducation.com/s/article/Different-Data-Import-Methods>.

- aa. Describe end-of-contract transition support to assure continuity of service and smooth transition between contractors. What data, formats, and services are provided, and does this include user information with date and time of completion?

While Vector Solutions is always sad to see a relationship come to an end, we aim to provide the best possible end-of-contract transition support available to ensure continuity of service and a smooth transition between contractors. Data that the University entered into the platform, including all user data and training data, is available for export in .csv format. Outside of providing the University with a copy of your data, including user information and date/time of training completion, Vector Solutions does not offer any standard services related to a contract's end.

bb. Describe your proposed solution's ability to offer Clery training for Campus Security Authorities (CSA).

We recommend that Campus Security Authorities (CSA) take our Clery training that is developed for faculty/staff. These courses are broad enough that they would be applicable to CSA. Offered courses cover required Title IX topics so the University can comply with federal legislation, but also cover other important topics around responses and prevention. The University may also customize the available courses to include specific resources or information that would be most applicable to your CSA audience.

cc. Describe your proposed solution's ability to present content in Spanish. Also, specify any additional languages in which your proposed solution can be presented.

All content in the Vector LMS platform may be presented in Spanish, along with 19 other languages. Vector LMS has a default language of English. Within the platform, users may select a custom language for both the user interface and course content. Language Translations for narration and captions in the following languages: Arabic, Chinese (Simplified and Traditional Mandarin), English (British), Filipino Tagalog, French (European and Canadian), German, Hindi, Italian, Japanese, Korean, Portuguese (Brazilian and European), Russian, Spanish (European, Mexican, and US) and Vietnamese.

B. IT/Support and Implementation criteria

1. Detail your proposed solution's IT support capability, which should be 24/7/365.

Vector solutions provides unlimited access to customer and technical support for students, faculty, administrators, and technical personnel. Our Support team serves as the primary first-level technical support group, the liaison between other Technical Support areas, and the escalation contact for urgent issues.

Our IT team is available during normal business hours, however, our team may work extended hours on a submitted issue or request. Our goal is to maintain the platform to work as expected 34/7/365.

2. Detail your proposed solution's system reliability, which should be no more than 1% down-time; provide your down-time statistics over the most recent 12-month period.

The Vector LMS platform has had a historical uptime of 99.9% over the most recent 12-month period. We use commercially reasonable efforts to provide access to and use of the Vector LMS platform 24/7, outside of downtime for routine maintenance, emergency maintenance, system outages, or other outages beyond our control.

3. Describe your proposed solution's hosting capabilities and server capacity to accommodate up to 14,000 additional simultaneous users, and describe volume thresholds that may impact your hosting and support capacity.

The Vector LMS platform is hosted by Amazon Web Services (AWS), a top tier hosting provider with unlimited ability to accommodate up to 14,000 or more additional simultaneous users. Currently, the platform does not have any volume thresholds that would impact our ability to host or support JMU. Vector Solutions can host an unlimited number of concurrent users.

4. Detail your proposed solution's initial and ongoing training and support as well as ongoing system maintenance and upgrades.

Vector Solutions will provide all administrator training materials. Generally, the typical admin/super user requires at least 3 hours of online training. The typical implementation training schedule include three 45 minute - 1 hour training sessions that cover topics such as general platform overview, assignments and permissions, training plans, and more.

Our Implementation Team provides administrator training as part of the implementation process. Administrators will be trained on how to effectively complete day-to-day activities in the platform, report on user activity, create training plans, and more. A core practice used in Vector Solutions' implementation process is a train-the-trainer approach where the Vector Solutions

implementation team will provide training to the core administrator group (end user training is not provided).

Trainings are constructed in a “Teach-Show-Do” approach where the Vector Solutions implementation team will walk through the necessary functionality, show the administrator team how to effectively complete the task/goal, and then allow the administrator team to complete the next steps to ensure they are empowered to administer all facets of the platform. All meetings will be recorded (unless otherwise requested) and given to clients for future administrator training needs.

Training includes coverage of the following areas:

- Training Plan: learn how to build a training plan, customize group assignments, and how offline session are created
- Data Management: understand how to analyze and edit employee and student information
- Courses: learn about our courses, adjust quiz minimums, and create your own custom courses
- Reports: understand how to extract and manipulate compliance reports
- Preferences: customize site-specific preferences, including automated email notifications .

Some administrators may require additional or less training depending on their specific platform usage. Our team will work with your administrators to ensure that all admins have the training required to effectively complete their platform tasks.

Vector Solutions provides continued and ongoing training for new or updated features and for new administrators. Vector Solutions often holds live LMS training, as well as providing access to pre-recorded training options. View workshops [HERE](#).

We also recommend that JMU administrators take part in our [upcoming Vector Expert Certification Series: Unlock the Power of Your Digital Prevention Programs](#). This 3-part webinar series will provide attendees with best practices and strategies to ensure they meet their 2024-2025 training goals and maximize the ROI of their programming. Participants will develop and expand their skills in utilizing Vector LMS, managing online courses, and utilizing the data insights available to maximize the impact of a successful, comprehensive training strategy for students and/or faculty/staff. Sessions are being held on May 16, May 23, and May 30. For more information or to register, email Lynn Sommerville.

Maintenance

Our team makes updates or upgrades to the platform that are necessary to maintain or enhance the quality, performance or delivery of the platform or courses. These types of updates or

upgrades that are made generally available to other customers are available at no additional charge. In some instances, there are specific or new features or enhancements that are made available at a customer's discretion for an additional fee. These types of new upgrades will be communicated as available and the additional cost will be available for your review prior to a decision.

5. Detail scenarios for university staffing and skill sets desired to support a rapid implementation timeline.

Given that the University is a current customer, limited university staffing and skill sets may be required for a rapid implementation. However, should a more involved implementation be required or desired, the following staffing and skill sets would be helpful to move the project forward.

A strong commitment to collaboration and partnership between you and Vector Solutions is a hallmark for a successful project. Other keys to success include strong subject matter expertise from key operational areas who are empowered to make business decisions and fully understand the business processes, and active participation in the Configuration, Data Review, Training, and Readiness Assessment tasks required for implementation.

The Vector Solutions team will schedule weekly meetings per the scope of this project. The Implementation Manager will send monthly status reports to all client stakeholders. The following JMU representatives are needed for full implementation.

Institution Role	Institution Role Description	Commitment
Administrator	The Client Administrator is the Project Coordinator and main point of contact for the Vector Solutions Implementation Manager. The Administrator will be the primary system administrator for the product during the scope of this project. This individual will represent the interests of all client stakeholders and is empowered to make decisions. The Client Administrator must have time available to focus on the project.	Attend weekly meetings, timely responses, completion of self-paced trainings
Subject Matter Expert	Deep knowledge and understanding of current business practices and policies. Understands “why” behind processes; possesses an attitude and understanding that questions the “we’ve always done it that way” ideal. Provides guidance to the Administrator and Vector Solutions Implementation Manager.	Attend most weekly meetings during System Configuration Phase, participate in Platform Validation activities

Institution Role	Institution Role Description	Commitment
Information Technology Team	Deep knowledge and understanding of the technical aspects of the legacy systems. This role usually has multiple facets, but generally consists of team members who are skilled in legacy operating system, TCP/IP Networking, Firewalls, Antivirus. This person provides guidance to the Administrator and Vector Solutions Implementation Manager.	Attend ad-hoc meetings, provide technical expertise and information in a timely manner
Executive Sponsor	A key decision maker, strategic thinker, with influence across the organization. This individual should have a vision beyond their department and be able to finalize project tradeoffs while promoting teamwork and focus. The Executive Sponsor ensures that all resources involved in the project have the time and focus required to ensure that the project tracks to timelines, goals, and objectives.	Review major milestones and attend ad-hoc meetings, as-needed; provide decisions and guidance, as-needed, to keep the project on track

6. Describe your proposed solution’s data retention policy, which must be maintained and retrievable for ten years after contract ends, pursuant to federal legal requirements.

Vector Solutions can comply with this request. Our data retention policy is to maintain retrievable data throughout the contract term and until we receive a written request to destroy the data. Please see our data processing addendum and included Cybersecurity Policies for more information: <https://www.vectorsolutions.com/dpa/>.

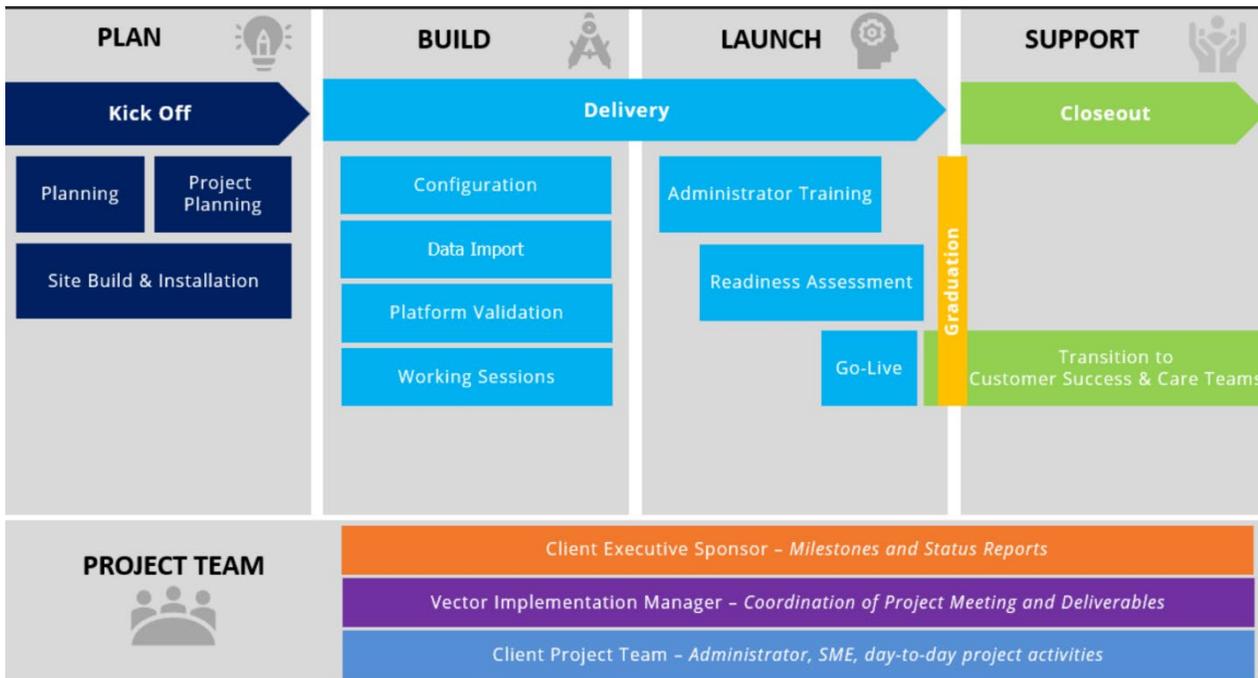
7. Provide a projected timeline after potential contract award for rapid implementation of the proposed solution, and include a Gantt chart, if possible.

A standard implementation process with a new customer takes 90 days from kickoff call to course launch. As the University is already a Vector Solutions partner, much - if not all - of the setup and configuration work is complete. Our partnership and history will allow for a rapid implementation, with all requested online training courses made available to the University by or before August 1, 2024 as requested.

Our projected timeline after contract award includes the following key dates and milestones:

- Kick-off call between JMU and Vector Solutions: within 2 weeks of a fully executed contract
 - In this phase, our team will meet with the University to align on goals and priorities
- System Build: Immediately after the kick-off call; may last up to 70 days but generally lasts shorter for current customers

- Beginning after the kick-off call, our team will build your specific training site(s), configure access credentials, confirm access, configure settings such as SSO, and request a timely delivery of user data. Vector Solutions provides templates for easy data transfer and import into the platform. Data is imported, reviewed, and completed as an important project item. Upon completion of the configuration, Vector Solutions will request platform validation from the University team to ensure that the platform operates as expected.
- System Launch: Day 70-90 after kick-off call; may be shortened for current customers
 - Vector Solutions provides administrator training, a readiness assessment to ensure goals are achieved, and a pre-launch checklist to aid the University in their final review.
- Support: In this phase, implementation is complete and your dedicated implementation manager will provide a warm hand-off to your Customer Success Manager for ongoing service and support.



8. Describe your proposed solution’s customization options to include James Madison University brand, resources, and policies

Vector Solutions includes ample customization options so James Madison University may customize the platform with branding, resources, policies, and more. Our courses and platform are customizable, allowing the University to add their own resources, policies, content, and more directly to a course. Add student engagement survey questions, host video links, build your own unique course, add a welcome message, and more.

Vector LMS offers multiple customization capabilities, including:

- branding and logos
- welcome letters, opening statements
- policy upload and acknowledgement
- custom training module creation
- campus-specific resources and internal policies
- training plan per specific user group
- surveys and assessments
- student engagement questions
- in-course configurations and configurable pages
- email notifications and learner personalization
- advanced reports
- language translations
- campus climate survey
- flexible roles and administrative permissions
- closing letters

The University can incorporate their brand to tailor the end-user interface. Vector LMS includes over 20 unique points of configuration, including logos, branding, welcome page, custom content, videos, custom course creation, policy acknowledgement, closing page, custom survey questions, and more. Some configurations and features are available for an additional cost.

The Vector LMS, Higher Education platform will be customized to represent the JMU and administrators will have the chance to customize the training system to provide pertinent information or resources to training users. In addition, our email system allows administrators to customize emails to better fit the University's tone and branding.

C. Approach and Methodology – General

1. Describe how your proposed solution fulfills the RFP requirements for both students and employees.

Vector Solutions fulfills the RFP requirements for both students and employees by offering multiple courses in the requested content areas for both students and employees. Our courses are written specifically for a higher education audience and separated into student courses and employee courses so your learners are presented to topics in the way that makes the most sense for them.

Vector Solutions provides powerful campus technology solutions that support higher education institutions in fostering safety, well-being, and inclusion. Our training reaches over nine million learners. Our experience, commitment, and focus on student success and campus safety drives positive student and institutional outcomes. Evidence-based online training and powerful data insights help to create safer, smarter, better decision making.

Vector Solutions offers online courses for students, faculty, and staff in many content areas, including diversity, equity, and inclusion, compliance and safety, facilities maintenance, evaluation management, sexual assault and violence prevention, campus awareness, and more. Vector Solutions is uniquely positioned as a comprehensive and evidence-based higher education training and data platform. Vector Solutions is a one-stop solution for both student and employee training, with catalogs of primary and ongoing courses that are unmatched in breadth and quality. Our engaging, effective and actionable online training includes insights, automation, customization, analytics, and other functionality meant to reduce administrative time spent on training while providing easy access to the compliant and prevention topics that are most important to the higher education community.

2. Describe how programs or services would assist the University in achievement of compliance with Department of Education, Campus SaVE act, and Title IX Federal prevention education requirements.

Courses from Vector Solutions would assist the University in achieving compliance with the Department of Education, Campus SaVE act, and Title IX Federal prevention education requirements by covering topics and nuances required. All course content is maintained in line with local and federal compliance guidelines.

By requiring your learners to take courses from Vector Solutions, the University would achieve compliance with various requirements. Available reports within the Vector LMS platform highlight training compliance and identify opportunity areas.

With input from thought leaders, professional organizations, and subject-matter experts, our courses address civil rights protections for students under Title IX, Title VI, related legislation, and protection against retaliation. Training with Vector Solutions was specifically created to help universities meet Title IX and VAWA education requirements in a way that is appropriate, engaging, and relatable to college students. We recognize the unique characteristics of higher education learners and deliver unique courses to fit their needs.

3. Identify all components and functionality of modules currently available through the Offeror's hosted solution, including all products that are available off-site as printed materials or e-version.

Our online training is comprised of available-now, expert written online training courses and an easy-to-use, web-based learning management system, Vector LMS, to deliver those courses directly to your learners. SCORM options are available, should the University opt to utilize a third-party LMS to deliver our best-in-class courses.

Key Features of Online Training

Vector Solutions maintains and updates training programs as necessary based on federal and state laws, guidance from the Office of Civil Rights, and other federal regulatory agencies (e.g., Department of Education, Federal Student Aid, Department of Justice). Using a **proactive, multidisciplinary approach** to compliance updates, Vector Solutions legal editors and subject matter experts monitor developing legislation and regulatory action and communicate to customers about emerging trends regularly.

Course content includes appropriate behavioral objectives and learning outcomes developed by researchers, practitioners, and administrators who are at the forefront of their respective fields. Together, these individuals collaborate to create a best-in-class, outcome-driven, learner experience.

The process of developing course content begins with the behavioral change wanted to produce (ideally focusing on specific, measurable, attainable, relevant, and timely goals). Each of these intended behavioral outcomes is supported by a set of learning objectives. The learning objectives are linked to seven categories derived from three seminal behavior change theories and are then structured and targeted for specific subpopulations to address the unique needs of diverse learner demographics.

Our offered courses are the only online prevention education organization whose core higher education products have been rigorously evaluated and demonstrated to have efficacy.

Key Features of Vector LMS

The Vector LMS, Higher Education platform is a comprehensive, web-based learning management system that delivers intuitive compliance, safety, and prevention training for faculty, staff, and students. Our platform includes a variety of features that drive effective change, including automation, advanced assessments, course customization, and tracking and reporting.

Vector LMS is simple and intuitive for learners, administrators, content creators, instructors, and any other user. The platform facilitates learning across online and mobile web interfaces and is accessible on any internet-capable device. The **system automatically tracks training and completion data**, making it available for review through robust reporting and in-platform visualization.

Key features include:

- Language translations for narration and captions in 20 languages
- Cloud-based platform accessible on any web-enabled device, including mobile devices
- Student engagement survey questions
- Data dashboards
- Benchmarking and year-over-year reports
- Campus and support resources
- Policy Acknowledgement Tool
- Streamlined reporting for completion data with quick reports and customized reporting
- Pre- and post-assessments to measure topic retention and knowledge gain
- Customizable courses to build your own courses or add institution-specific information
- Automated training with scheduled training plans for multi-year training, new student, new hire, or other group training
- WCAG 2.1 AA compliant learning interface that has been designed to be intuitive by nature so all users can access powerful prevention education

Vector LMS is a platform that is flexible, scalable, easy to use, and can support a variety of learner types. Vector Solutions provides all necessary components for hosting, implementation, and ongoing support to ensure that your platform is available whenever you need it. The system is hosted by Amazon Web Services (AWS) for the highest level of security and availability.

Currently, Vector Solutions does not offer training or other products that are available as printed materials. We do, however, have some marketing materials that may be provided in electronic format for the University to print/distribute as needed.

4. Provide information on awards, professional recognitions, and metrics that assess performance relevant to your proposed solution, particularly 3rd party independent ratings or data derived from client use of proposed solution.

Nine independent studies have been published demonstrating the efficacy of Vector's online programs in improving knowledge, attitudes, and behaviors related to alcohol misuse prevention and sexual violence prevention.

Course Efficacy

Collectively, our demonstrated course efficacy is documented in multiple peer-reviewed journals. AlcoholEdu for College has undergone eight efficacy studies, including a multisite randomized control trial conducted by the Pacific Institute for Research and Evaluation (PIRE) and funded by the National Institute on Alcohol Abuse and Alcoholism (NIAAA). The author's analysis found that immediately following course implementation, the treatment group colleges showed statistically significant decreases in frequency of past 30-day alcohol use, past 30-day "binge" drinking, and total number of past 30-day alcohol-related problems. Importantly, because this study involved a wide variety of four-year colleges and universities, the results are generalizable to other institutions.

In April 2018, a peer-reviewed analysis was published in the Journal of Interpersonal Violence on the Campus Prevention Network's sexual assault prevention course for undergraduates (SAPU). Findings validate that the **course empowers students** with the knowledge needed to understand how positive social norms play a role in fostering healthy campus cultures, as well as increase empathy and support for survivors, and increase students' ability and intention to intervene and prevent sexual assault and relationship violence. In terms of Intervention Ability and Intent—a widely recognized best practice for sexual assault prevention—98% of schools saw a statistically significant increase in their student responses.

Most institutions (75%) showed a significant increase in the percentage of students with accurate Perceptions of Social Norms. This is a particularly noteworthy finding given the importance of perceived norms in supporting healthy, positive behaviors. In addition to the demonstrated improvements in bystander intervention and social norms, **84% of schools saw significant increases in their students' Empathy and Support for Victims**. Most schools had very positive baseline scores around Belief in Sexual Assault Myths, thus only 34% showed significant pre-post improvements in this category.

D. Approach and Methodology – Legislation and Regulation Compliance

1. Describe how the proposed solution complies with current and continuously evolving legislation and regulations.

Vector Solutions' courses are written by experts to help ensure that courses comply with current and continuously evolving legislation and regulations. As noted in our cover letter, we are in receipt of the recent Title IX updates and are already working on updating course content to match updates. All updates will be complete by August 1, 2024.

With input from thought leaders, professional organizations, and subject-matter experts, our courses address civil rights protections for students under Title IX, Title VI, related legislation, and protection against retaliation. Training with Vector Solutions was specifically created to help institutions meet Title IX and VAWA education requirements in a way that is appropriate, engaging, and relatable to learners. We recognize the unique characteristics of learners and deliver unique courses to fit their needs.

Vector Solutions offers multiple courses that cover Title IX, Clery Act, and VAWA for both students and employees. Offered courses cover required Title IX topics so the University can comply with federal legislation, but also cover other important topics around responses and prevention. For example, additional courses on bystander intervention, actionable techniques to reduce sexual assault, healthy relationships, domestic/dating violence, and more are available to cover the broad range of intricate details associated with sexual misconduct.

Our online programs are built by prevention and compliance experts to meet and exceed requirements from Title IX, Clery Act, and EDGAR part 86, while also providing thoughtful and effective prevention education. The Clery Act requires that sexual assault prevention interventions be tailored to diverse populations and delivered across the student lifecycle and to faculty and staff on an ongoing basis, and that it be assessed for efficacy or outcomes. Vector Solutions offered online training is a comprehensive education and training solution that is compliant with Title IX and Clery requirements.

In addition, specific courses cover sexual and gender-based violence prevention essentials for athletes, for campus organizations, and for international students. Refresher courses provide ongoing education on the importance of consent, social pressures, reporting procedures, creating a positive standard on campus, how to recognize dangerous situations, stalking, and more.

2. Describe compliance reporting features for your proposed solution.

The Vector LMS platform automatically records assignments and completions for compliance reporting purposes. Vector LMS offers **robust weekly, monthly, or ad-hoc reporting** options.

Vector LMS automatically tracks training data in real-time and builds the most up-to-date reports for administrators to utilize.

Our system generates **five 'Quick Reports'** (all assignments, outstanding assignments, past due assignments, employees with completions, and all completions), which can be customized by timeframe (month-to-date, last 30 days, previous calendar month, school year-to-date, and previous school year).

Our **advanced reporting options** that allow for enhanced customization are:

- Compliance by Learner
- Course Completions Over Time
- Learners with Completions
- Training Compliance
- Group Assignment Compliance
- Assessments
- Assessment Improvement
- Engagement Reports
- Drinker Profile Report (as applicable)
- Quiz and Survey Reports

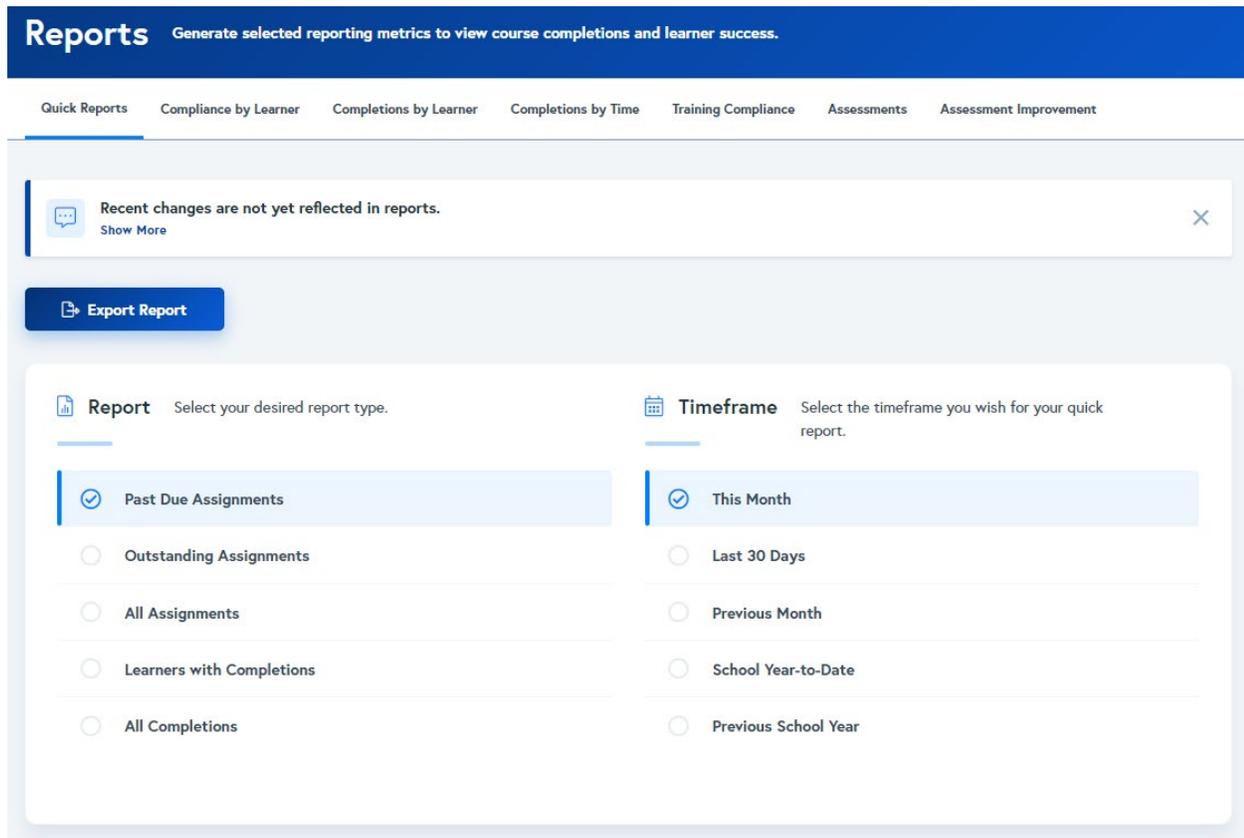


Figure 1: Vector LMS Admin Reports View

Real time tracking, benchmarking, and aggregate reports allow administrators to easily see training statistics, analyze users' retention of topics before and after completing a course, and receive compliance reports on a regular basis to stay informed on training status. Reports can be customized to include certain users and filtered by position, location, course library, course title, course status, category, detail, and timeframe.

Annual Reports

Vector Solutions also provides annual reporting through annual Impact Reports. **Annual Impact Reports provide trend data and a comprehensive analysis** of the impact of our courses on your learners. Developed by our research team, Impact Reports provide data that supports strategic planning and resource allocations. These curated data summaries cover key insights gleaned from course survey responses. Impact Reports include data on strategic focus areas and are tailored to each institution based on survey responses.

Impact Reports highlight the critical importance of student training, arming administrators with an easy-to-share report that articulates value to leadership. Reports allow for a comparison of institutional data against peer benchmarks to contextualize needs and strengths. Data clearly identifies key focus areas to inform ongoing programming and impact as well as actionable recommendations from our in-house subject-matter experts.

E. Options – Current and Future

1. Describe optional modules related to the proposed solution, not already mentioned.

Proposed Solution:

Student:

[Sexual Assault Prevention Library](#) (10 courses)

[Alcohol and Drug Misuse Prevention Library](#) (9 courses)

Faculty/Staff:

[Harassment, Discrimination and Sexual Assault Prevention Library](#) (14 courses)

Optional Additional Modules:

Vector Solutions offers a full catalog of online courses that may interest JMU now or in the future. Please use the links below or see the included Course Catalogs in the Additional Attachments section of our response to review our full offering of online courses.

Student:

[Diversity, Inclusion and Belonging Library](#) (8 courses)

[Wellness and Safety Library](#) (19 courses)

[Athletics Library](#) (8 courses)

[Career Readiness and Personal Development Library](#) (11 courses)

Faculty/Staff

[Diversity, Inclusion and Belonging Library](#) (9 courses)

[Diversity, Inclusion and Belonging Library Expanded](#) (13 courses)

[Athletics Library](#) (9 courses)

[Security and Risk Mitigation Library](#) (36 courses)

[Health and Human Safety Library](#) (36 courses)

[Human Resources and Workforce Management Library](#) (36 courses)

[Environmental Health and Facilities Management Library](#) (51 courses)

[Facilities Maintenance Library](#) (36 courses)

Libraries include:

- access to our expert-written online training courses for faculty, staff, and students on our own learning management system, Vector LMS or available via SCORM on a third-party platform
- applicable course updates related to Title IX and other laws/regulations
- unlimited customer service and support for administrators and general users

- ample customization options to include University-specific policies, information, and course content
- online knowledge center with access to resources, best practices, webinars, FAQs, and more

F. 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.

A copy of our HECVAT has been included with our response on the flash drive as requested.

2. Submit a completed VPAT - Voluntary Product Accessibility Template.

A copy of our VPAT and VPAT Remediation Plan have been included in the Additional Attachments section of our response.

Statement of Qualifications

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

Vector Solutions has the necessary personnel, experience, certification, knowledge, skills, abilities, licenses, facilities, equipment, supplies, insurance, and technology in place to fulfil the requirements as described herein. We can provide requested services on a timely basis and in compliance with all laws and regulations through industry best practices and standards.

Vector Solutions has over 20 years of experience in higher education, providing technology driven solutions dedicated to driving safer and healthier decision-making. For the past five years specifically, we have worked with more than 2,000 higher education institutions. The scope of services managed for many of these institutions includes implementing and supporting multiple courses across students, faculty, and staff at multiple campus locations. Our experience gives us confidence in our ability to manage this transformative and important work with JMU.

No other vendor offers the following robust qualifications for programming:

1. **Proven Efficacy:** Nine independent studies have been published demonstrating the efficacy of Vector's online programs in improving knowledge, attitudes, and behaviors related to alcohol misuse prevention and sexual violence prevention
2. **True Expertise:** Our team includes public health professionals, administrators from student affairs, campus prevention offices, legal experts, and more; extend your team by partnering with our team
3. **Beyond Compliance:** Our online programs are built by prevention and compliance experts to meet and exceed requirements from Title IX, Clery Act, and EDGAR part 86, while also providing thoughtful and effective prevention education
4. **Data Driven:** Our data and analytics provide near real-time access to attitudinal and behavioral data from your specific population, as well as national benchmarks to access needs and strengths

A partnership with Vector Solutions represents more than access to digital learning courses. We are the leader in higher education prevention and compliance training and continue to develop products that meet or exceed industry standards. Combined with thought leadership and experience, Vector provides quality, engaging, effective, and actionable training meant to bring about change in your learners. We regularly share thought leadership, which draws on our work at a national level.

Throughout any resulting partnership, several key individuals will be dedicated to supporting JMU. The following key personnel will act as points of contact for strategic engagements, support,

success, and a connection to additional resources. While the project team may change, any changes will be communicated to you to ensure a continuous best-in-class service experience.

In lieu of full resumes, we have included a short bio of each proposed Team Member.

Primary Account Team

Lynn Sommerville, Director of Sales, Higher Education

phone: 202-688-3154 | email: Lynn.Sommerville@vectorsolutions.com



Lynn will serve as a main point of contact. Lynn is a passionate leader within the Higher Education Team. She holds a MA in Higher Education Administration from The George Washington University and a BA in History and English Literature from Gordon College. Prior to joining Vector Solutions, Lynn spent years working for the Association of Governing Boards of Universities and Colleges, holding positions in project management, policy, and communications. Lynn's background has been focused on managing large, complex projects; engaging and equipping university board members to advance student success; fostering a culture of innovation; and advocating for institutional transformation, all while providing superior member support.

Kelly Laker, Senior Renewal Manager

Email: Kelly.laker@vectorsolutions.com



Kelly will serve as a main contact. With over 6 years of experience with Vector Solutions, Kelly will ensure that overall goals and initiatives are met with our content, platform, and service. As a Senior Renewal Manager, Kelly will lead the process for contract negotiation and completion. Kelly graduated from the University of Cincinnati with a BA in Business Administration. Since working with Vector Solutions, Kelly has been focused on engaging and equipping institutions to advance student success and employee development.

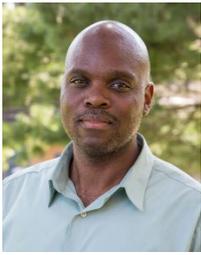
Paige Nantz, Customer Success Manager

email: paige.nantz@vectorsolutions.com



Paige Nantz will be your Customer Success Manager. As your Customer Success Manager, Paige will help you strategically plan for your upcoming academic year, whether it's deciding how to utilize your library, configuring customizations, or data integrations, Paige will be there to ensure you're getting the most out of your training platform. Paige graduated from Northern Kentucky University with a BSW in Social Work and has served on our Customer Success Team since October 2021.

Sean Bogle, Account Executive



Email: sean.bogle@vectorsolutions.com

An HBCU graduate of Howard University, and doctoral graduate from Plymouth State University, Bogle has extensive experience in leadership positions, having served as an Assistant Dean at Stanford University and Dean of Students at the Yale School of the Environment, amongst other campus leadership roles in higher education. As account executive, Bogle serve as primary contact for JMU to ensure alignment with the University's strategic goals.

Executive Leadership Support

Brian McDonough, VP of Sales, Education

Email: brian.mcdonough@vectorsolutions.com



Focused on the Higher Education, K-12, and Strategic Partnerships of Vector Solutions' Education business unit, Brian provides overarching sales leadership and direction. He will act as an executive stakeholder, serving as a point of escalation.

Brian has over 20 years of advanced experience in SaaS-based solutions and utilizes his leadership skills, enthusiasm, and tactical planning strategies to create value. He spent 5+ years as Senior Vice President of North American Sales for Gale, a Cengage Company, where he executed a robust sales and customer service strategy across six primary markets. Prior to Gale, Brian spent 15 years at Thomson Reuters (IP & Science) where he led all sales activities and strategies for four distinct markets. He holds an MBA from Saint Joseph's University and a BS from Shippensburg University.

Jason Thurman, Director of Education Customer Success



Jason will serve as an escalation contact for any issues related to customer success or support throughout the life of the contract. Jason Thurman leads a professional services team that helps customers achieve desired platform outcomes. The Customer Success team provides consultative guidance, develops tools, and teaches best practices to customer administrators with goals of ensuring value and return on investment.

Jason brings over 10 years' experience leading high-performing consultative teams in the software industry to his role at Vector Solutions, with a strong background in project leadership, learning strategy development, and data driven quality improvement.

Daniel White, Vice President of Customer Services



Daniel leads the Implementation team at Vector Solutions, supporting all implementations across three business units and multiple platforms. Over the past 20 years of his career, Daniel has spent time in sales, marketing, product development, account management, technical consulting, and customer success.

Dan also founded a startup company that developed virtual reality-based fire training simulations.

He has a BA in Marketing from Saint Leo University and an AA in Business Administration from the College of Central Florida.

Mike Martynowicz, Research Lead, Education



Mike Martynowicz, PhD is an educational psychologist who serves as the Research Lead in the Education Sector at Vector Solutions. He spent 18 years as an educator prior to coming to Vector. Mike is most interested in research related to student mental well-being but has also engaged in research related to metacognitive processing, self-efficacy, and student learning strategies. Mike brings a holistic view to research related to student mental well-being and issues related to diversity, inclusion, belonging, and safety.

Christine Day, Legal Editor



Christine joined Vector Solutions as a legal editor after years of experience in training students and employees about issues such as Title IX and preventing harassment and discrimination. Before that, she used her legal research and writing skills to educate companies and schools about their changing legal compliance responsibilities. Christine has a BA from the University of Southern California and a JD from the University of San Diego Law School.

Additional Support

Implementation Specialist (to be assigned)

An experienced implementation specialist will oversee the onboarding and implementation process. As needed, the implementation specialist will coordinate administrative training, ensure assignments and courses are properly deployed, and work closely with Vector Solutions' internal IT and Security teams so all systems integrate properly. Given that JMU already utilizes our platform, an implementation manager may or may not be a required contact.

Technical Support Team

Our Account Executives and Customer Success team are backed by our Technical Support team. Technical Support ensures that all technical issues related to integration, data, course features, content features, and more are in working order. Both administrator and learner support are available.

Customer Care Team

While the College is assigned a specific Customer Success Manager to aid with ongoing questions and support, our robust Customer Care Team is also available. All users have unlimited access to support via phone, chat, and web-based ticket submission. The Customer Care Team can support with a multitude of questions, including items such as logging in, accessing courses, updating

training plans, adding customized materials, and more. This team plays a pivotal role in ensuring exceptional customer experiences.

Previous demonstrated experience

Vector Solutions has over **20 years of experience** in providing similar services to higher education institutions. Our training reaches over nine million learners every single year. Our experience, commitment, and focus on learner success and campus safety drives positive learner and institutional outcomes.

Over 2,000 institutions, including community colleges, receive online multi-module, comprehensive, compliance focused, web-based, training from us. Our training includes specific courses for students, faculty, and staff with engaging features to keep a learner's attention and assessments to understand knowledge gain.

For example, Vector Solutions provided similar work to Fairmont State University. The University was hosting in-person training twice a year at different locations but achieving 100% attendance and tracking training was difficult and time consuming. Their 4,500 users needed quick but robust training that met compliance requirements and was cost-effective. The University required training for both students and faculty/staff users.

After implementing Vector LMS to their users, the University reached a higher compliance rate and found the training easy to implement, assign, and report.

Cynthia S. Curry, the Assistant Vice President of Human Resources noted that, "Our staff and students love that Vector LMS, Higher Education platform courses are concise and to-the-point. The system is user-friendly and intuitive, and the compliance reports are just what we need!"

The University appreciates that training can be administered quickly, supervisors can assign job-specific training to each department, assignments can be completed online 24/7, and compliance reports easily show outstanding training requirements.

Additional examples of similar work and success stories from customers such as the University of North Dakota, the University of Central Arkansas, Forsyth Technical Community College and others, can be found here: <https://www.vectorsolutions.com/resources/success-stories/>

Pricing

Vector Solutions is pleased to provide the following pricing for all products and services included in this proposal. One-time and on-going costs have been included.

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.

Vector Solutions requests that any cooperative contract request be submitted to our team for review and to receive pricing based on the specific training being requested. Our pricing model is established using a combination of metrics and varies greatly depending on the type of training being requested. We look forward to continuing to serve VASCUPP member institutions.

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.

Vector Solutions is offering JMU access to two student course libraries and one faculty/staff course library for \$48,000 per year. Over three years, the total cost would be \$148,363.20.

Year 1: \$48,000

Year 2: \$49,440

Year 3: \$50,923.20

Included course libraries:

Student:

[Sexual Assault Prevention Library](#) (10 courses)

[Alcohol and Drug Misuse Prevention Library](#) (9 courses)

Faculty/Staff:

[Harassment, Discrimination and Sexual Assault Prevention Library](#) (14 courses)

Additional course libraries are available for an additional fee. Please contact us if you would like a quote for additional content libraries.

a. Provide breakdown of base pricing and separate optional module costs. Per item or tiered pricing tables as applicable.

Vector Solutions is not offering any optional modules; should JMU review our course catalog and want to add additional course libraries, please reach out to Lynn Sommerville at lynn.sommerville@vectorsolutions.com.

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

There are not any hardware costs associated with online training from Vector Solutions.

c. Ongoing Maintenance and Support.

Ongoing maintenance and unlimited technical and customer support is available at no additional cost to JMU. We look forward to providing the best quality courses with assistance from our support teams available to provide the best possible experience.

d. Hosting.

Hosting costs are included in the annual subscription fee.

B. Services. Specify remote vs. on-prem rates (on-prem rates to be inclusive of travel costs).

Vector Solutions is not offering any on-prem services with this response. Should JMU want to include on-site training or other on-prem services, please reach out to us to review scope so we may provide an accurate quote related to requested services.

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

Implementation services, including initial administrator training, is included in the annual subscription fee.

b. Data migration costs.

Initial data migration costs are included in the annual subscription fee. Ongoing or excessive migration costs will incur an additional fee; please reach out to us to review the scope so we may provide an accurate quote.

c. Customization and Configuration Cost.

Robust customization and configuration is included in the annual subscription fee.

d. Integrations.

Depending on the method and nature of the integration, integrations may be included in the annual subscription fee.

e. Single Sign On.

Single sign on is included in the annual subscription fee.

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.

In general, unless specifically requested, all initial and ongoing training is provided remotely. In person training is available for an additional fee upon request. Most customers find that our robust online training is more than ample to provide all required information for an administrator to setup and manage online training. Additional consultative service hours may be available, such as understanding surveys, writing custom survey questions, or annual Impact Report review to best utilize data to inform future institutional direction.

[All Other Cost \(including optional products\).](#)

There are no other costs associated with online training from Vector Solutions.



James Madison University

RFP FDC-1198 Pricing

James Madison University

Price Proposal

ANNUAL FEE: \$48,000

TERM: 36 MONTHS

Student Offerings Included:

- Sexual Assault Prevention for Students Library (10 courses)
- Alcohol and Drug Misuse Prevention Library (9 courses)

Faculty/Staff Offerings Included:

- Harassment, Discrimination, & Sexual Assault Prevention Library (8 courses)

Features, Functionality, and Support Included:

- Unlimited use of all current, updated, and future training titles released within proposed libraries throughout the term
- Includes services, technology, and integrations, such as:
 - Dedicated Customer Success Manager
 - On-Demand Customer Care Team & Knowledge Center
 - Single Sign-On
- Annual Impact Analysis (per course availability)
- Vector LMS Administrator Capabilities, including:
 - Flexible Training Plan Options
 - Enhanced Course Configurations
 - Custom Course Creator
 - Custom Survey Questions
 - Pre- & Post- Course Assessments
 - Administrative Reporting and more.

Redacted:

Page 75 - 79

Terms and Conditions

Vector Solutions' proposal is based upon the terms and conditions set forth in its standard Higher Education Software as a Service Agreement, a copy of which is attached and incorporated by reference in Vector Solutions' proposal response.

Vector Solutions' proposed terms and conditions represent a fair and reasonable allocation of the risks associated with its performance of the proposed services at the price quoted. Vector Solutions would welcome the opportunity to advance in the bidding process and to negotiate mutually agreeable terms and conditions to be included in a resulting contract which will become binding upon signing by both parties.

Critical Assumptions

- 1) Contractor is submitting its license standards and conditions with this proposal. It is assumed that Contractor's license agreement will be incorporated into any final Agreement to the extent it does not conflict with James Madison University's standard terms and conditions.
- 2) Contractor is providing a limited, non-exclusive, non-transferrable license to its products and services for James Madison University's use for its internal business purposes for the term of the Agreement. It is assumed that this scope of license is acceptable to James Madison University.
- 3) Contractor is offering pre-existing intellectual property with this proposal consisting of SaaS solutions, associated documentation, courses and content. It is assumed that Contractor will maintain sole ownership and control of its IP.
- 4) Enhancements, modifications, improvements, derivations, etc., to the Contractor's existing intellectual property become immediately, inextricably intertwined with Contractor's intellectual property. Accordingly, it is assumed that Contractor will maintain sole ownership and control over any enhancements, modifications, improvements, derivations, etc., made to its IP.
- 5) Contractor provides for annual billing and the beginning of each contract year for its SaaS solutions, associated documentation, and course content. It is assumed this is acceptable to James Madison University.
- 6) James Madison University will agree that the Contractor's SaaS subscriptions are due and earned upon being invoiced and non-refundable when paid unless the Agreement is terminated for cause as a result of the Contractor's breach. It is assumed this is acceptable to James Madison University.
- 7) The sample contract contains defense and indemnification requirements. It is assumed that James Madison University will give prompt notice of any claim for which it seeks

indemnification, so that Contractor's ability to defend is not unduly prejudiced, and permit Contractor to have control of the defense.

Exceptions

- 1)** Sample Contract: Indemnification. Imposes unlimited, unquantifiable, uncontrolled liability on the Contractor. These requirements place a heavier burden on smaller contractors, who are less able to withstand the uncertainty associated with this level of risk transfer. Accordingly, this provision harms competition and should be amended. Contractor takes exception to uncapped liability, first party claims, and any requirement that it indemnify James Madison University for its own errors, acts, omissions, or wrongful conduct whether in whole or in part. The following is proposed in the alternative: (i) limit liability to the types and limits of insurance coverage available to the Contractor that are required under the Agreement, or three times (3x) the amount paid or due to the Contractor for the preceding twelve (12) months, whichever is greater, unless the claim pertains to violations of intellectual property rights, gross negligence, fraud or willful misconduct in which case there shall be no cap on liability; (ii) specify that all applicable claims are third-party claims; (iii) eliminate any ambiguity that the Contractor is required to indemnify James Madison University to the extent any claim or portion thereof is the result of the University's own errors, acts, omissions, or wrongful conduct.
- 2)** Sample Contract: Assignment. Contractor exists in a very dynamic business environment where mergers and acquisitions are common. Accordingly, Contractor requires the ability to assign this contract to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. In the alternative, Contractor requests that language be added to the provision stating that James Madison University's approval shall not be unreasonably delayed, conditioned or withheld.
- 3)** Sample Contract: Termination for Convenience. Termination for Convenience creates a great deal of financial uncertainty for Contractor. Moreover, this provision should be amended in that it harms competition by favoring larger vendors over smaller, who are less able to handle the financial uncertainty but may have better products and services. Contractor requests the striking of this provision. Alternatively, Contractor requires James Madison University to acknowledge that Contractor's subscriptions to its products and services are invoiced annually at the beginning of each contract year; are fully earned and due upon being invoiced, and are nonrefundable when paid, unless the Agreement is terminated for cause as a result of the Contractor's breach.

Additional Attachments

Vector Solutions has included the following required documents:

1. Attachment A: Offeror Data Sheet
2. Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan
3. Attachment D: JMU IT Services Addendum
4. Attachment E: Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form
5. Attachment G: Higher Education Cloud Assessment Tool (HECVAT)

Vector Solutions has included the following documents to aid in your review of our response:

1. VPAT
2. VPAT Remediation
3. Implementation Plan
4. Student Course Catalog
5. Faculty/Staff Course Catalog
6. Cybersecurity Policies
7. Standard Hosting Agreement and Terms and Conditions
8. Certificate of Insurance

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 17 Months 2

- 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 #
Frostburg State University	2019-present	101 Braddock Road, Frostburg MD 21532	Jeff Graham - 301.689.4311 jlgraham@frostburg.edu
Northwestern State University of Louisiana	2019-present	175 Sam Sibley Dr., Natchitoches LA 71497	Mary-Katherine Horton 318-357-5439 mkhorton@nsula.edu
University of Central Arkansas	2013-present	201 Donaghey Ave., Conway, AR 72035	Charlotte Strickland - 501.733.0371 chars@uca.edu
Villanova University	2018-present	800 Lancaster Ave., Villanova PA 19085	Stacy Andes - 610.519.7409 stacy.andes@villanova.edu
Kentucky Community & Technical College System	2009-present	300 N Main St. Versailles, KY 40383	Valerie Parks 859-256-3466 val.parks@kctcs.edu

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

Our headquarters in Tampa, FL and our Cincinnati office, located at 2135 Dana Ave., Suite 300,
Cincinnati, OH will be primarily responsible for administering the contract. Our team also works
remotely and contract administration or other services may be completed via a team member's
home office location in the US.

- 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: Scenario Learning, LLC dba Vector Solutions Preparer Name: Lynn Sommerville

Date: April 29, 2024

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: Online Training Services Provider FDC-1198 Date Form Completed: April 29, 2024

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

Offeror / Proposer:

Scenario Learning, LLC dba Vector Solutions 4890 W Kennedy Blvd., Suite 300, Tampa FL 33609
Firm Address

Lynn Sommerville
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)
N/A -- Vector Solutions will not use any subcontractors to complete any part of the work as described herein or requested via this RFP.					

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT D

James Madison University
Information Technology Services Addendum

CONTRACTOR NAME: Scenario Learning, LLC dba Vector Solutions

PRODUCT/SOLUTION: Vector LMS, Higher Education edition

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: <u>Brian McDonough</u>
TITLE: _____	TITLE: <u>Vice President of Sales</u>
DATE: _____	DATE: <u>April 29, 2024</u>

REV: March 23, 2020

ATTACHMENT E

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

AGENCY NAME: James Madison University

CONTRACTOR NAME: Scenario Learning, LLC dba Vector Solutions

DATE: April 29, 2024

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 Vice President of Sales

Printed Name _____

Printed Name Brian McDonough

April, 2017

DIVIDER

Vector LMS VPAT

Accessibility Conformance Report (ACR®) Based off VPAT Version 2.4 – March 2020

For Vector Solutions Learning Management System (LMS)

Performed by TestPros, Inc.



September 26, 2023

TestPros, Inc.
46090 Lake Center Plaza
Suite 306
Sterling, Virginia 20165
Tel: (703) 787-7600

Accessibility Conformance Report

WCAG Edition

VPAT® Version 2.4 – March 2020

Name of Product/Version:	Vector Solutions Learning Management System (LMS)
Product Description:	https://vectorcontent.safecolleges.com/login
Date:	September 26, 2023
Contact information:	John Barans at john.barans@vectorsolutions.com
Notes:	Vector is already in the process of remediating items listed as not in conformance, with the intention to have all of them complete by the end of February 2024.
Evaluation Methods Used:	DHS Trusted Tester, Manual Process based on IAAP WAS Testing Methods and recommended AT tools.

Applicable Standards/Guidelines:

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

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

Terms

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

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable(N/A):** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.1 Level AAA.

WCAG 2.1 Report

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

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Supports	All the images and icons are provided with equivalent alternative text
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	N/A	
1.2.2 Captions (Prerecorded) (Level A)	N/A	
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	N/A	
1.3.1 Info and Relationships (Level A)	Does Not Support	Heading levels, list structure and navigation regions are not used properly for some of the pages
1.3.2 Meaningful Sequence (Level A)	Supports	Content is presented in a logical sequence
1.3.3 Sensory Characteristics (Level A)	Supports	Sensory Characteristics is not used as a sole way to communicate information
1.4.1 Use of Color (Level A)	Partially Supports	Color is used to identify the selected link
1.4.2 Audio Control (Level A)	N/A	
2.1.1 Keyboard (Level A)	Partially Supports	The volume control button in the video player is not functioning for keyboard
2.1.2 No Keyboard Trap (Level A)	Supports	No keyboard trap is present
2.1.4 Character Key Shortcuts (Level A 2.1)	Not Evaluated	
2.2.1 Timing Adjustable (Level A)	N/A	
2.2.2 Pause, Stop, Hide (Level A)	N/A	
2.3.1 Three Flashes or Below Threshold (Level A)	Supports	No flashing elements are used
2.4.1 Bypass Blocks (Level A)	Supports	A skip to content link is present to skip the repetitive content
2.4.2 Page Titled (Level A)	Supports	Page titles are meaningful
2.4.3 Focus Order (Level A)	Partially Supports	Focus order is not logically set after submitting an answer
2.4.4 Link Purpose (In Context) (Level A)	Partially Supports	The accessible name for the Language selector button is not meaningful
2.5.1 Pointer Gestures (Level A 2.1)	Not Evaluated	
2.5.2 Pointer Cancellation (Level A 2.1)	Not Evaluated	

Criteria	Conformance Level	Remarks and Explanations
2.5.3 Label in Name (Level A 2.1)	Not Evaluated	
2.5.4 Motion Actuation (Level A 2.1)	Not Evaluated	
3.1.1 Language of Page (Level A)	Supports	Language of the page is set
3.2.1 On Focus (Level A)	Supports	Nothing changed on focus
3.2.2 On Input (Level A)	Supports	Nothing changed on input
3.3.1 Error Identification (Level A)	Supports	Error messages are accessible
3.3.2 Labels or Instructions (Level A)	Partially Supports	Labels and instructions are not associated with some of the form fields specially for the assessment questions
4.1.1 Parsing (Level A)	Supports	No html related error is found
4.1.2 Name, Role, Value (Level A)	Does Not Support	Several elements are missing appropriate ARIA elements

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	N/A	
1.2.5 Audio Description (Prerecorded) (Level AA)	N/A	
1.3.4 Orientation (Level AA 2.1)	Not Evaluated	
1.3.5 Identify Input Purpose (Level AA 2.1)	Not Evaluated	
1.4.3 Contrast (Minimum) (Level AA)	Partially Supports	Selected/focused elements on the video player do not have compliant contrast ratio
1.4.4 Resize text (Level AA)	Supports	No content is missing when text resize applied
1.4.5 Images of Text (Level AA)	Supports	No images of text is found
1.4.10 Reflow (Level AA 2.1)	Not Evaluated	
1.4.11 Non-text Contrast (Level AA 2.1)	Not Evaluated	
1.4.12 Text Spacing (Level AA 2.1)	Not Evaluated	
1.4.13 Content on Hover or Focus (Level AA 2.1)	Not Evaluated	
2.4.5 Multiple Ways (Level AA)	N/A	

Criteria	Conformance Level	Remarks and Explanations
2.4.6 Headings and Labels (Level AA)	N/A	
2.4.7 Focus Visible (Level AA)	Supports	Well-defined focus indicator is provided for all the active elements
2.4.11 Focus Visible Enhanced (Level AA 2.1)	Not Evaluated	
3.1.2 Language of Parts (Level AA)	Partially Supports	Different languages option in the language selector are missing lang attribute
3.2.3 Consistent Navigation (Level AA)	Supports	Navigation is consistent
3.2.4 Consistent Identification (Level AA)	Supports	Identification of elements is consistent
3.3.3 Error Suggestion (Level AA)	Supports	Suggested errors are robust
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	N/A	
4.1.3 Status Messages (Level AA 2.1)	Not Evaluated	

Table 3: Success Criteria, Level AAA

Notes: AAA Not tested for

Criteria	Conformance Level	Remarks and Explanations
1.2.6 Sign Language (Prerecorded) (Level AAA)		
1.2.7 Extended Audio Description (Prerecorded) (Level AAA)		
1.2.8 Media Alternative (Prerecorded) (Level AAA)		
1.2.9 Audio-only (Live) (Level AAA)		
1.3.6 Identify Purpose (Level AAA 2.1)		
1.4.6 Contrast Enhanced (Level AAA)		
1.4.7 Low or No Background Audio (Level AAA)		
1.4.8 Visual Presentation (Level AAA)		
1.4.9 Images of Text (No Exception) Control (Level AAA)		
2.1.3 Keyboard (No Exception) (Level AAA)		
2.2.3 No Timing (Level AAA)		
2.2.4 Interruptions (Level AAA)		
2.2.5 Re-authenticating (Level AAA)		

Criteria	Conformance Level	Remarks and Explanations
2.2.6 Timeouts (Level AAA 2.1)		
2.3.2 Three Flashes (Level AAA)		
2.3.3 Animation from Interactions (Level AAA 2.1)		
2.4.8 Location (Level AAA)		
2.4.9 Link Purpose (Link Only) (Level AAA)		
2.4.10 Section Headings (Level AAA)		
2.5.5 Target Size (Level AAA 2.1)		
2.5.6 Concurrent Input Mechanisms (Level AAA 2.1)		
3.1.3 Unusual Words (Level AAA)		
3.1.4 Abbreviations (Level AAA)		
3.1.5 Reading Level (Level AAA)		
3.1.6 Pronunciation (Level AAA)		
3.2.5 Change on Request (Level AAA)		
3.3.5 Help (Level AAA)		
3.3.6 Error Prevention (All) (Level AAA)		

Revised Section 508 Report

Chapter 3: Functional Performance Criteria (FPC)

Notes: Based on ACR 2.4 Criteria

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision	Does Not Support	See ACR
302.2 With Limited Vision	Partially Supports	See ACR
302.3 Without Perception of Color	Partially Supports	See ACR
302.4 Without Hearing	Supports	See ACR
302.5 With Limited Hearing	Supports	See ACR
302.6 Without Speech	Supports	See ACR
302.7 With Limited Manipulation	Partially Supports	See ACR
302.8 With Limited Reach and Strength	Partially Supports	See ACR
302.9 With Limited Language, Cognitive, and Learning Abilities	Partially Supports	See ACR

Chapter 4: Hardware

Notes:

Criteria	Conformance Level	Remarks and Explanations
402 Closed Functionality	Heading cell – no response required	Heading cell – no response required
402.1 General	Heading cell – no response required	Heading cell – no response required
402.2 Speech-Output Enabled	Heading cell – no response required	Heading cell – no response required
402.2.1 Information Displayed On-Screen		
402.2.2 Transactional Outputs		
402.2.3 Speech Delivery Type and Coordination		
402.2.4 User Control		
402.2.5 Braille Instructions		
402.3 Volume	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening		
402.3.2 Non-private Listening		
402.4 Characters on Display Screens		

Criteria	Conformance Level	Remarks and Explanations
402.5 Characters on Variable Message Signs		
403 Biometrics	Heading cell – no response required	Heading cell – no response required
403.1 General		
404 Preservation of Information Provided for Accessibility	Heading cell – no response required	Heading cell – no response required
404.1 General		
405 Privacy	Heading cell – no response required	Heading cell – no response required
405.1 General		
406 Standard Connections	Heading cell – no response required	Heading cell – no response required
406.1 General		
407 Operable Parts	Heading cell – no response required	Heading cell – no response required
407.2 Contrast		
407.3 Input Controls	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible		
407.3.2 Alphabetic Keys		
407.3.3 Numeric Keys		
407.4 Key Repeat		
407.5 Timed Response		
407.6 Operation		
407.7 Tickets, Fare Cards, and Keycards		
407.8 Reach Height and Depth	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane		
407.8.1.1 Vertical Plane for Side Reach		
407.8.1.2 Vertical Plane for Forward Reach		
407.8.2 Side Reach		
407.8.2.1 Unobstructed Side Reach		
407.8.2.2 Obstructed Side Reach		
407.8.3 Forward Reach		
407.8.3.1 Unobstructed Forward Reach		
407.8.3.2 Obstructed Forward Reach		
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach		
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach		

Criteria	Conformance Level	Remarks and Explanations
408 Display Screens	Heading cell – no response required	Heading cell – no response required
408.2 Visibility		
408.3 Flashing		
409 Status Indicators	Heading cell – no response required	Heading cell – no response required
409.1 General		
410 Color Coding	Heading cell – no response required	Heading cell – no response required
410.1 General		
411 Audible Signals	Heading cell – no response required	Heading cell – no response required
411.1 General		
412 ICT with Two-Way Voice Communication	Heading cell – no response required	Heading cell – no response required
412.2 Volume Gain	Heading cell – no response required	Heading cell – no response required
412.2.1 Volume Gain for Wireline Telephones		
412.2.2 Volume Gain for Non-Wireline ICT		
412.3 Interference Reduction and Magnetic Coupling	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets		
412.3.2 Wireline Handsets		
412.4 Digital Encoding of Speech		
412.5 Real-Time Text Functionality	Reserved for future	Reserved for future
412.6 Caller ID		
412.7 Video Communication		
412.8 Legacy TTY Support	Heading cell – no response required	Heading cell – no response required
412.8.1 TTY Connectability		
412.8.2 Voice and Hearing Carry Over		
412.8.3 Signal Compatibility		
412.8.4 Voice Mail and Other Messaging Systems		
413 Closed Caption Processing Technologies	Heading cell – no response required	Heading cell – no response required
413.1.1 Decoding and Display of Closed Captions		
413.1.2 Pass-Through of Closed Caption Data		
414 Audio Description Processing Technologies	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners		
414.1.2 Other ICT		
415 User Controls for Captions and Audio Descriptions	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
415.1.1 Caption Controls		
415.1.2 Audio Description Controls		

Chapter 5: Software

Notes:

Criteria	Conformance Level	Remarks and Explanations
501.1 Scope – Incorporation of WCAG 2.0 AA	See WCAG 2.0 section	See information in WCAG section
502 Interoperability with Assistive Technology		
502.2.1 User Control of Accessibility Features	Heading cell – no response required	Heading cell – no response required
502.2.2 No Disruption of Accessibility Features		
502.3 Accessibility Services	Heading cell – no response required	Heading cell – no response required
502.3.1 Object Information		
502.3.2 Modification of Object Information		
502.3.3 Row, Column, and Headers		
502.3.4 Values		
502.3.5 Modification of Values		
502.3.6 Label Relationships		
502.3.7 Hierarchical Relationships		
502.3.8 Text		
502.3.9 Modification of Text		
502.3.10 List of Actions		
502.3.11 Actions on Objects		
502.3.12 Focus Cursor		
502.3.13 Modification of Focus Cursor		
502.3.14 Event Notification		
502.4 Platform Accessibility Features		
503 Applications	Heading cell – no response required	Heading cell – no response required
503.2 User Preferences		
503.3 Alternative User Interfaces		
503.4 User Controls for Captions and Audio Description	Heading cell – no response required	Heading cell – no response required
503.4.1 Caption Controls		

Criteria	Conformance Level	Remarks and Explanations
503.4.2 Audio Description Controls		
504 Authoring Tools		
504.2 Content Creation or Editing (if not authoring tool, enter "not applicable")	Heading cell – no response required See WCAG 2.0 section	Heading cell – no response required See information in WCAG section
504.2.1 Preservation of Information Provided for Accessibility in Format Conversion		
504.2.2 PDF Export		
504.3 Prompts		
504.4 Templates		

Chapter 6: Support Documentation and Services

Notes:

Criteria	Conformance Level	Remarks and Explanations
601.1 Scope	Heading cell – no response required	Heading cell – no response required
602 Support Documentation		
602.2 Accessibility and Compatibility Features	Heading cell – no response required	Heading cell – no response required
602.3 Electronic Support Documentation	See WCAG 2.0 section	See information in WCAG section
602.4 Alternate Formats for Non-Electronic Support Documentation		
603 Support Services		
603.2 Information on Accessibility and Compatibility Features	Heading cell – no response required	Heading cell – no response required
603.3 Accommodation of Communication Needs		

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Vector LMS VPAT Remediation

Vector VPAT Remediations for Vector Solutions LMS (DEC-2023)

Description:

This VPAT Remediations report is an Addendum to the VPAT/Accessibility Conformance Report delivered to Vector Solutions by TestPros, Inc. on September 26, 2023. The updated table in this document is intended to show software development enhancements, progress made, and timelines for resolution of items identified by TestPros as needing remediation for conformance.

The VPAT for the LMS was reviewed for conformance at the WCAG 2.0 AA level but also includes WCAG 2.1 AA remediation needs. The table in this document includes all remediation needs cited in the VPAT, including a summary, location in the product where an issue was identified, description, the criteria for either WCAG 2.0 AA or WCAG 2.1 AA, and the remediation status.

For additional information, contact John Barans at john.barans@vectorsolutions.com.

Vector LMS VPAT Remediations:

#	Summary	Location	Description	WCAG 2.0	WCAG2.1	Remediation Status
1	Ensure ARIA roles, states, and properties are valid	Login	aria-labelledby attribute is used without a valid id reference. ID= "top-bar-logo-descriptor" is not found in the DOM	4.1.2		Resolved
2	Ensure active user interface components have sufficient contrast	Login	The close (icon) button in the contact us modal does not have the compliant level (3:1) of contrast ratio against the background color.		1.4.11	Resolved

Vector VPAT Remediations for Vector Solutions LMS (DEC-2023)

3	Avoid use of unnecessary heading elements	Login	Heading elements should be utilized only when necessary and primarily to mark the beginning of related sections of content. Making an effective use of headings can provide an excellent benefit to users of assistive technology, which may provide the user with a way to navigate section-by-section through content. By applying headings incorrectly, or for passages of text which do not delineate a section, users of assistive technology may be stripped of this useful navigation technique.	1.3.1	Resolved
4	Ensure that common input fields allow autocomplete and use standard autocomplete values	Login	Please add autocomplete attribute with appropriate value for the username and password field	1.3.5	Resolved
5	Avoid using placeholder as a label	Login	Please use a <label> with for/id relationship to provide a programmatic label for the password form field	4.1.2	Resolved
6	Ensure color is not used to identify the selection	My Assignments	The selected link in the main navigational region is indicated using a different color of text. Please use another visual cue such as underline.	1.4.1	In progress, due end Feb 2024
7	Ensure all the visual headings are programmatic heading	My Assignments	"main" and "Admin" in the main navigation regions need to be marked up as <h2>	1.3.1	Resolved
8	Ensure lists are not used inappropriately for unrelated items or for items that are not actual list items	My Assignments	List structure is used incorrectly for one item. In order to be considered as list there need to be at-least two items.	1.3.1	In progress, due end Feb 2024
9	Ensure button/link text is meaningful	My Assignments	Language is opening a modal when triggered but the accessible name provided for it is "Language , open window". Please use "language open a modal"	2.4.4	In progress, due end Feb 2024

Vector VPAT Remediations for Vector Solutions LMS (DEC-2023)

10	Ensure active user interface components have sufficient contrast	My Assignments	The close button (the circle in the backroad of the close icon) does not have compliant contrast ratio of 3:1 against the white background.	1.4.11	Resolved
11	Ensure changes in natural language are identified inline	My Assignments	all the different languages used in the language modal need to have proper lang attribute	3.1.2	Resolved
12	Ensure headers and cells are properly associated	Training History		1.3.1	Resolved
13	Avoid placing inactive elements in the tab order	Training History	The course title in the table is provided with tabindex attribute	2.1.1	In progress, due end Feb 2024
14	Group the related form fields into one group	Training History	Please use fieldset and legend to group the radio buttons	3.3.2	Resolved
15	Ensure focus order is logical	Training History	After selecting an answer, when a new page loads with another question, focus moves to the footer. A keyboard user needs to navigate back to access the new question. Focus should move to the first option of the newly available content	2.4.3	Resolved
16	Ensure the link text is meaningful	Training History	Language selector button needs to have off-screen text to explain the purpose of the button	2.4.4	Resolved
17	Color contrast issue	Training History		1.4.3	Resolved
18	Selected option needs to communicate its state as selected	Training History		4.1.2	In progress, due end Feb 2024
19	Ensure active user interface components have sufficient contrast	Training History	All the player controls change their color on focus and this new color does not have sufficient contrast ratio against the background color.	1.4.11	In progress, due end Feb 2024

Vector VPAT Remediations for Vector Solutions LMS (DEC-2023)

20	Disabled "back to previous button" needs to have disabled attribute	Training History	When there is no previous learning object available then the "<" button in the player becomes disabled but the change of the state is not communicated with the assistive technology. This button receives keyboard focus and screen reader reads it as button. Expectation is a disabled button should be read as disabled.	4.1.2	In progress, due end Feb 2024
21	Ensure all the functionality can be accessed and performed using keyboard	Training History	The volume control button has the instruction to use arrow key to change the volume but it is not possible to change the volume using keyboard	2.1.1	In progress, due end Feb 2024
22	Ensure the focus indicator has compliant contrast	Training History		1.4.11	In progress, due end Feb 2024
23	Ensure changes in natural language are identified inline	Training History	Subtitles/CC and the audio options are in different languages but no in-line lang attribute has been used.	3.1.2	In progress, due end Feb 2024

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Implementation Plan

Redacted:

**Page 113 – 119,
Implementation Plan**

DIVIDER

Student Course Catalog

Higher Education Training for Students

| *Course Catalog*

A background image showing a group of diverse students smiling and laughing. In the foreground, a young woman with long, curly brown hair is smiling broadly, looking towards the right. Behind her, a young man with short dark hair is also smiling. The image has a soft, teal-colored overlay.

About Vector Solutions

Who We Are

Vector Solutions is the industry leader in high-impact training and solutions that meet the evolving needs of higher education. We deliver online safety and prevention education, data analytics, and research insights to more than 2,000 colleges, universities, and national Greek-letter organizations, serving more than 10 million learners annually. We are committed to helping our customers drive impact through effective, innovative programming for faculty, staff, and students.

Our Courses

We combine academic and industry research, insights from leading experts and practitioners, best-practices in online learning pedagogy, and feedback from our partners to develop courses that educate and empower. We prepare learners to make informed, thoughtful decisions about their own behavior and to support their friends and peers. Our courses are backed by nine course-efficacy studies in peer-reviewed journals that demonstrate how our training changes student behaviors and outcomes.

Our Technology Platform

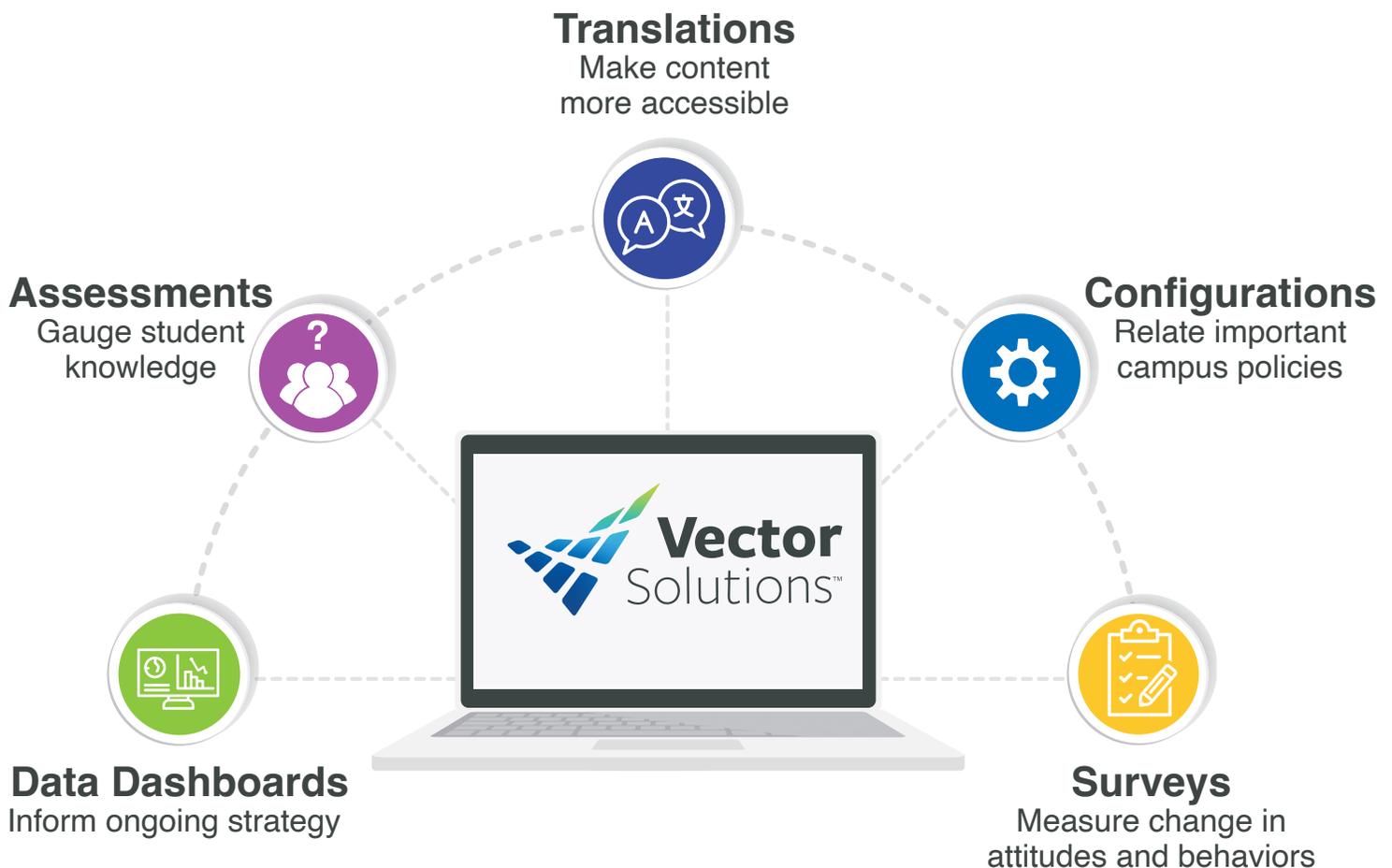
Our administrative platform facilitates tailored deployment of training (across courses, over time, and to target populations), with live participation tracking. It also seamlessly integrates with a variety of student and staff management systems for easy course launch and completion tracking. Survey and assessment data can be accessed in real-time and benchmarked against the national aggregate, custom peer institutions, and year-over-year trends.



Value-Added Training

Vector Solutions courses increase awareness, encourage better decision-making, and comply with federal and state legislation.

Our powerful course features and rich data insights elevate our content to drive strategic outcomes.



Access to course content and LMS functionality is based on your organization's subscription.

Table of Contents

Course Libraries



SEXUAL ASSAULT PREVENTION - With proven efficacy on bystander intervention ability and intent, survivor support, and correcting social norms, our Sexual Assault Prevention library empowers students in the campus community to build healthy relationships and prepare them to respond if sexual assault occurs.



ALCOHOL AND DRUG MISUSE PREVENTION - Tested and proven effective in 8 peer review studies, these courses equip campus members with the skills and abilities to reinforce healthy, safe decision-making when it comes to alcohol and other drugs.



DIVERSITY, INCLUSION, AND BELONGING - Our Diversity, Inclusion, and Belonging library provides powerful and effective diversity and inclusion learning that has been proven to increase inclusive language, attitudes, and behaviors.



WELLNESS AND SAFETY - Our Wellness and Safety library equips students with the information and skills essential to maintaining optimal mental health and wellness.



ATHLETICS - Our Athletics library is specifically designed to meet the needs of student athletes and athletic staff.



CAREER READINESS & PERSONAL DEVELOPMENT - Our Career Readiness & Personal Development library equips students with the competencies and skills to succeed during college, in leadership positions, and as they enter the workforce.

SEXUAL ASSAULT PREVENTION	4	ATHLETICS	9
ALCOHOL AND DRUG MISUSE PREVENTION	5	CAREER READINESS & PERSONAL DEVELOPMENT ...	10
DIVERSITY, INCLUSION, AND BELONGING	6	ADDITIONAL HIGHER EDUCATION SOLUTIONS.....	11
WELLNESS AND SAFETY	7		



SEXUAL ASSAULT PREVENTION



Pre/Post Surveys

Offered immediately before and after each course to evaluate learner attitudes, beliefs, behaviors, and experiences related to the topic



Follow-Up Survey

Offered 30 days after course completion to measure long-term impact



State Variants

Includes content that complies with state mandates



Impact Report

Includes data, insights, benchmarking and recommendations based on your institution's use of the program



Translations are Available

Provide an equitable learning experience with accessible training available in different languages

Sexual Assault Prevention for Undergraduates*



75 minutes

Title IX and Clery Act training that engages undergraduate students in fostering healthy relationships and preparing them to recognize and respond to sexual assault and harassment when it occurs.

Sexual Assault Prevention for Community Colleges*



65 minutes

Title IX and Clery Act training to identify and respond to sexual assault on campus, in the workplace, and at home.

Sexual Assault Prevention for Graduate Students*



70 minutes

Title IX and Clery Act training to support graduate students interactions with advisors, faculty members, peers, and undergraduate students (including responding to disclosures).

Sexual Assault Prevention for Adult Learners



65 minutes

Title IX and Clery Act training for non-traditional students that emphasizes identifying abuse in long-term relationships and bystander intervention for in-person and online situations.

Sexual Assault Prevention Ongoing: Healthy Relationships



65 minutes

Ongoing training that emphasizes healthy relationship skills and survivor empathy.

Sexual Assault Prevention Ongoing: Taking Action



55 minutes

Ongoing training that emphasizes tactics for bystander intervention among close friends.

Clarifying Consent



27 minutes

Ongoing education on the importance of consent; how consent is asked for/given/withheld/withdrawn; and how consent is handled in relationships.

Consent and Bystander Intervention



25 minutes

Ongoing education on consent, "yes means yes," and bystander intervention. [State Variant: CA](#)

Title IX Essentials for International Students



29 minutes

Title IX training and how it relates to U.S. culture.

Title IX Rights and Protections



15 minutes

Training on the importance of Title IX and what an institution's obligations are when a formal complaint is filed.

*Available for individual purchase.



ALCOHOL AND OTHER DRUG MISUSE PREVENTION



Pre/Post Surveys

Offered immediately before and after each course to evaluate learner attitudes, beliefs, behaviors, and experiences related to the topic



Follow-Up Survey

Offered 30 days after course completion to measure long-term impact



Impact Report

Includes data, insights, benchmarking and recommendations based on your institution's use of the program



Translations are Available

Provide an equitable learning experience with accessible training available in different languages

AlcoholEdu® for College*

140 minutes

Alcohol awareness and prevention training for students with content on vaping and cannabis.

AlcoholEdu® for Sanctions

60 minutes

Sanctions course for alcohol policy violators.

AlcoholEdu® Ongoing Education

65 minutes

Ongoing alcohol and substance misuse prevention training for students.

Alcohol and Other Drugs

30 minutes

Training on the risks of substance misuse and successful strategies for handling dangerous situations.

Alcohol and Other Drugs (Refresher)

13 minutes

Ongoing education on the dangers students face from alcohol and other drugs through a shortened, course.

CannabisEdu

21 minutes

Overview of cannabis use, when this becomes problematic, and how to help a friend who may have a problem.

Prescription Drug Misuse Prevention

45 minutes

Knowledge, skills, and tools to help students make healthy, informed decisions about prescription medications.

Prescription Misuse: Opioids

40 minutes

Training on the devastating reality of opioid misuse and key advice for avoiding or dealing with addiction.

Prescription Misuse: Stimulants and Depressants

45 minutes

Training on the misuse of prescription stimulants and depressants, as well as key strategies for avoiding or dealing with addiction.

*Available for individual purchase.



DIVERSITY, INCLUSION, AND BELONGING



Pre/Post Surveys

Offered immediately before and after each course to evaluate learner attitudes, beliefs, behaviors, and experiences related to the topic



Follow-Up Survey

Offered 30 days after course completion to measure long-term impact



Impact Report

Includes data, insights, benchmarking and recommendations based on your institution's use of the program



Translations are Available

Provide an equitable learning experience with accessible training available in different languages

Diversity, Inclusion, and Belonging for Students*

80 minutes

Training to help institutions build communities of belonging by providing students with opportunities for self-reflection and skill building.

Diversity, Equity, and Inclusion for Students

70 minutes

Training to show students how to best display diversity, equity, and inclusion.

Personal Skills for a Diverse Campus

47 minutes

Training on how students can contribute to and get the most out of their educational experience and in any diverse community.

Creating a Respectful Campus for LGBTQ+ Students

19 minutes

An overview of the challenges faced by LGBTQ+ students and ways students can create respectful campus environments.

Personal Skills for a Diverse Campus (Graduate Students)

48 minutes

Training on how graduate students can contribute to and get the most out of their education experience and in any diverse community where they choose to live, learn, and work.

Communication for Inclusion (Graduate Students)

46 minutes

Training on the importance of considering impact, not intent, when engaging with identity terminology and self-identification.

Engagement with Diversity (Graduate Students)

22 minutes

Practical strategies to support graduate students as they learn to engage comfortably with diversity.

The Influence of Unconscious Bias in Decision Making (Graduate Students)

41 minutes

An overview of the impact of myths and stereotypes in the graduate school setting and strategies students can use to uncover and combat unconscious bias.

*Available for individual purchase.



WELLNESS AND SAFETY



Pre/Post Surveys

Offered immediately before and after each course to evaluate learner attitudes, beliefs, behaviors, and experiences related to the topic



Follow-Up Survey

Offered 30 days after course completion to measure long-term impact



Impact Report

Includes data, insights, benchmarking and recommendations based on your institution's use of the program



Translations are Available

Provide an equitable learning experience with accessible training available in different languages

Mental Well-Being for Students*

60 minutes

Information and skills to support the emotional well-being of themselves and others.

Mental Well-Being for Graduate Students*

45 minutes

A mental health course tailored to fit the unique needs of graduate students.

Mental Well-Being for Student Organizations

23 minutes

Teach strategies and skills to support students participating in clubs or other organizations.

Mental Well-Being for Athletes

28 minutes

Provides college athletes with an overview of mental well-being, risk and protective factors, and strategies to respond to mental well-being concerns.

Active Shooter Preparedness for Students**

38 minutes

Active shooter training and information on how they occur and how they can be prevented.

Active Shooter: Run, Hide, Fight for Students**

14 minutes

Training on how to handle threats and introduce the concept of run, hide, fight during an active shooter situation.

Campus Fire Safety

18 minutes

An overview of fire safety tips and best practices.

Communication Styles and Skills

11 minutes

Information on the types and styles of communication, as well as a few ways to communicate more effectively with others.

Cybersecurity Overview

13 minutes

An overview of cybercrime and cybersecurity.

Hazing Awareness and Prevention*

25 minutes

An overview of hazing so students can recognize, report, and help prevent it.

Health and Safety Awareness on Campus

32 minutes

Concepts and strategies to increase student safety and well-being while at school.

*Available for individual purchase.

**Available to purchase as a two-course bundle.



WELLNESS AND SAFETY *(cont.)*



Pre/Post Surveys

Offered immediately before and after each course to evaluate learner attitudes, beliefs, behaviors, and experiences related to the topic



Follow-Up Survey

Offered 30 days after course completion to measure long-term impact



Impact Report

Includes data, insights, benchmarking and recommendations based on your institution's use of the program



Translations are Available

Provide an equitable learning experience with accessible training available in different languages

Human Trafficking Awareness for Students

19 minutes

This course is available to be deployed as a full-length course or as individual modules listed below.

- *What is Human Trafficking - 7 minutes*
- *How Does Human Trafficking Work - 7 minutes*
- *Warning Signs of Human Trafficking - 7 minutes*
- *How to Stay Safe from Human Trafficking - 10 minutes*

Laboratory Safety Bundle*

This bundle includes 4 courses and is designed for both employees and students who are working in or around laboratories within a higher education environment.

Science Lab Safety

27 minutes

Science Laboratory Chemical Spills

30 minutes

Laser Safety

26 minutes

Laboratory Safety

42 minutes

This course can be taken as one course or broken out into the following modules:

- *Laboratory Safety: Hazard Identification and Control*
- *Laboratory Safety: Minimizing the Risks*
- *Laboratory Safety: Lab Standards and Practices*
- *Laboratory Safety: Chemical Storage*
- *Laboratory Safety: Emergency*

Staying Healthy in a Changing Environment

20 minutes

Information about COVID-19, mental well-being, and returning to campus.

Email and Messaging Safety

14 minutes

An overview of cybercrime via email and how to employ safe email and messaging practices.

Password Security Basics

8 minutes

Training on password security and management, including password security, elements of a strong password, and how to create and maintain passwords.

Study Skills

19 minutes

Strategies to increase comprehension and accurate recall.

Time Management

15 minutes

Overview of time management strategies.



ATHLETICS



Pre/Post Surveys

Offered immediately before and after each course to evaluate learner attitudes, beliefs, behaviors, and experiences related to the topic



Follow-Up Survey

Offered 30 days after course completion to measure long-term impact



Impact Report

Includes data, insights, benchmarking and recommendations based on your institution's use of the program



Translations are Available

Provide an equitable learning experience with accessible training available in different languages

Sexual Assault Prevention for Athletes**



75 minutes

Student athlete training to address the NCAA Policy on Campus Sexual Violence.

Sexual Assault Prevention for Athletic Staff**



75 minutes

Training for athletic administrators to address the NCAA Policy on Campus Sexual Violence.

Sexual Assault Prevention Ongoing: Athletes



37 minutes

Ongoing training to address the NCAA policy on Campus Sexual Violence.

Athletic Liability (for Staff)

45 minutes

A review of professional preparation and instructional competence; avoiding abuse claims; facility and equipment safety, athletic events, camps, and clinics, and team transportation issues.

Concussion Awareness: Athletics for Staff

18 minutes

An overview of concussion dangers and best practices to minimize concussion risks and ensure proper care for student athletes.



Mental Well-Being for Athletes



28 minutes

Provides college athletes with an overview of mental well-being, risk and protective factors, and strategies to respond to mental well-being concerns.

Title IX and Gender Equity in Athletics (for Staff)



53 minutes

An overview of Title IX and how it applies to college and university athletics programs.

Sexual Violence Prevention Essentials for Athletes

20 minutes

The facts about social pressures and gender roles, alcohol, reporting, bystander intervention and support, and through student-athlete testimonials.

**Available to purchase as a two-course bundle.



CAREER READINESS & PERSONAL DEVELOPMENT



Pre/Post Surveys:

Offered immediately before and after each course to evaluate learner attitudes, beliefs, behaviors, and experiences related to the topic



Follow-Up Survey:

Offered 30 days after course completion to measure long-term impact

Leadership and Career Readiness Full Course*

107 minutes

Provides a deep dive on key life and social skills necessary for success in attaining a leadership position, entering college, or starting a career.

This course is available to be deployed as a full-length course or as individual modules listed below.

Course Modules

Being a Servant Leader

6 minutes

An overview of servant leadership and a few ways to practice it in daily life.

Communication

14 minutes

A toolset for assessing and strengthening communication skills.

Confidence

12 minutes

Explore how to assess and build your confidence.

Creativity

11 minutes

Give students a toolset for building and strengthening creativity.

Effective Decision-Making

9 minutes

An overview of effective decision-making and tools to assess and improve these skills.

Emotional Intelligence

17 minutes

Equip students to strengthen social awareness, practice self-regulation, and respond to feedback.

Empathy

6 minutes

An overview of empathy and strategies to practice empathy with the people around you.

Having a Vision

12 minutes

Equip students to think strategically, improve resilience, enhance organizational skills, and more.

Humility

10 minutes

An overview of humility and its role in leadership and working well with others.

Inspiring and Motivating Others

5 minutes

Explore ways to inspire and motivate others as a leader, teammate, classmate, or coworker.

Modeling Good Behaviors

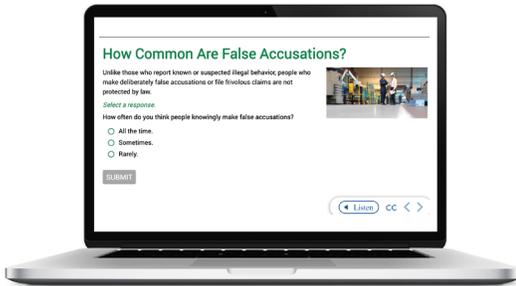
6 minutes

Teach the importance of modeling good behaviors and its impact on the well-being of others.

*Available for individual purchase.

Additional Higher Education Solutions

Vector Solutions has developed award-winning solutions to make college campuses even safer, healthier, and more inclusive. We help administrators address complex challenges through robust, user-friendly solutions designed to save time and reduce costs:

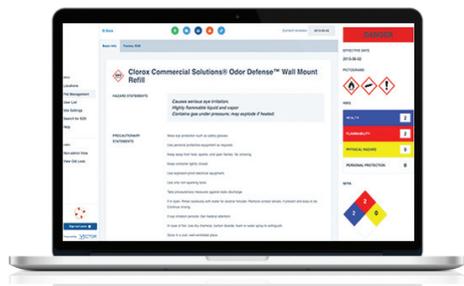
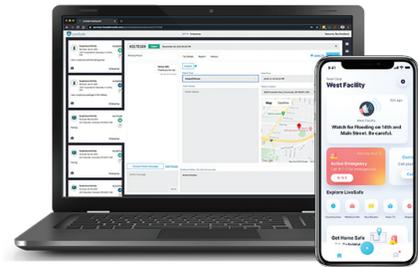


Employee Training

Vector Solutions employee training helps institutions increase awareness and encourage good decision-making among faculty and staff. Our catalog includes courses related to harassment, discrimination, and sexual assault prevention; diversity, inclusion and belonging; security and risk mitigation; health and human safety; human resources and workforce management; environmental health and facilities management; and facilities maintenance.

Safety and Response Communication Platform and Mobile App

Vector LiveSafe is a powerful safety and response communication platform and mobile app that empowers faculty, staff, and students to play a role in their institution's safety and security efforts.



SDS and Chemical Management

Vector SDS and Chemical Management can help you safely manage and organize your institution's entire SDS and chemical inventory online, which faculty, staff, and students can quickly access at a moment's notice.

EHS Management

Vector EHS is a configurable environmental, health, and safety management solution that helps institutions efficiently record, track, and trend safety data while ensuring regulatory compliance.



DIVIDER

Faculty/Staff Course Catalog

Higher Education Training for Faculty and Staff

| *Course Catalog*

A photograph of three people in a meeting. A woman in a black dress is leaning over a table, pointing at a document with a white marker. A man in a light blue shirt and glasses is sitting at the table, looking at the document. A woman with curly hair in a white shirt is also sitting at the table, smiling. The background is a bright, modern office space with large windows.

About Vector Solutions

Who We Are

Vector Solutions is the industry leader in high-impact training and solutions that meet the evolving needs of higher education. We deliver online safety and prevention education, data analytics, and research insights to more than 2,000 colleges, universities, and national Greek-letter organizations, serving more than 10 million learners annually. We are committed to helping our customers drive impact through effective, innovative programming for faculty, staff, and students.

Our Courses

We combine academic and industry research, insights from leading experts and practitioners, best-practices in online learning pedagogy, and feedback from our partners to develop courses that educate and empower. We prepare learners to make informed, thoughtful decisions about their own behavior and to support their friends and peers. Our courses are backed by nine course-efficacy studies in peer-reviewed journals that demonstrate how our training changes student behaviors and outcomes.

Our Technology Platform

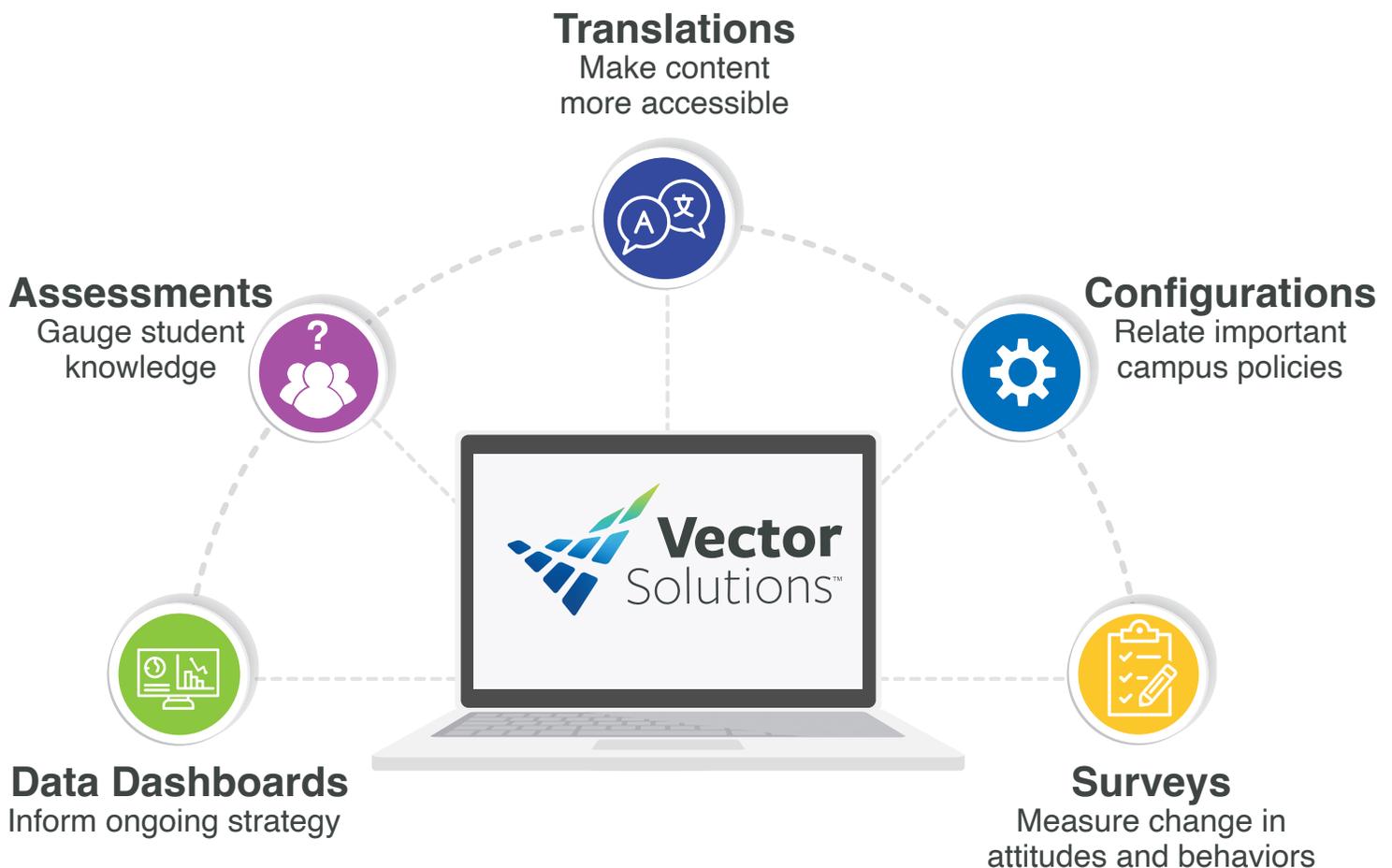
Our administrative platform facilitates tailored deployment of training (across courses, over time, and to target populations), with live participation tracking. It also seamlessly integrates with a variety of student and staff management systems for easy course launch and completion tracking. Survey and assessment data can be accessed in real-time and benchmarked against the national aggregate, custom peer institutions, and year-over-year trends.



Value-Added Training

Vector Solutions courses increase awareness, encourage better decision-making, and comply with federal and state legislation.

Our powerful course features and rich data insights elevate our content to drive strategic outcomes.



Access to course content and LMS functionality is based on your organization's subscription.

Table of Contents

Course Libraries



HARASSMENT, DISCRIMINATION, AND SEXUAL ASSAULT PREVENTION - Our Harassment, Discrimination, and Sexual Assault Prevention courses satisfy Title IX and Clery Act requirements, as well as foster a safe and accepting campus environment.



DIVERSITY, INCLUSION, AND BELONGING - Our Diversity, Inclusion, and Belonging library is designed to build on interpersonal skills and increase inclusive language, attitudes, and behaviors.



DIVERSITY, INCLUSION, AND BELONGING EXPANDED - Our expanded Diversity, Inclusion, and Belonging library includes microlearning courses to address topics such as allyship, mentoring, cultural appropriation, and microaggressions.



ATHLETICS - Our Athletics library is specifically designed to meet the needs of student athletes and athletic staff.



USCAH ATHLETIC SAFETY TRAINING - Our USCAH Athletic Safety Training library offers essential training to improve athlete health and safety.



SECURITY AND RISK MITIGATION - Our Security and Risk library is designed to help mitigate human error and address the personal and physical security aspects of institutional safety.



HEALTH AND HUMAN SAFETY - Our Health and Human Safety library addresses the people-oriented aspects of safety, such as substance misuse and health emergencies.



HUMAN RESOURCES AND WORKFORCE MANAGEMENT - Our Human Resources and Workforce Management library covers topics like HIPAA, FERPA, hiring considerations, and employee performance.



ENVIRONMENTAL HEALTH AND FACILITIES MANAGEMENT - Our Environmental Health and Facilities Management library offers tactile training for facility and asset maintenance, including basic facilities skills and hazard communication.



FACILITIES MAINTENANCE - Our Facilities Maintenance library covers training on topics like electrical, hydronic, and fire systems, as well as HVAC and plumbing.

HARASSMENT, DISCRIMINATION, AND SEXUAL ASSAULT PREVENTION.....	4	HEALTH AND HUMAN SAFETY	11
DIVERSITY, INCLUSION, AND BELONGING.....	5	HUMAN RESOURCES AND WORKFORCE MANAGEMENT	13
DIVERSITY, INCLUSION, AND BELONGING EXPANDED	6	ENVIRONMENTAL HEALTH AND FACILITIES MANAGEMENT	15
ATHLETICS	7	FACILITIES MAINTENANCE	18
USCAH ATHLETIC SAFETY TRAINING	8	ADDITIONAL HIGHER EDUCATION SOLUTIONS ..	20
SECURITY AND RISK MITIGATION	9		



HARASSMENT, DISCRIMINATION, AND SEXUAL ASSAULT PREVENTION



Pre/Post Surveys

Offered immediately before and after each course to evaluate learner attitudes, beliefs, behaviors, and experiences related to the topic



Follow-Up Survey

Offered 30 days after course completion to measure long-term impact



State Variants

Includes content that complies with state mandates



Impact Report

Includes data, insights, benchmarking and recommendations based on your institution's use of the program



Translations are Available

Provide an equitable learning experience with accessible training available in different languages

Building Supportive Communities: Clery Act and Title IX*



60 minutes

Takes a close look at the issue of sexual harassment—including sexual assault, relationship violence, and stalking—in higher education. *State Variant: CA*

Building Supportive Communities: Taking Action*



60 minutes

Supports Clery Act ongoing education requirements on ways to prevent sexual harassment, maintain a safe campus community, and prepare faculty and staff to provide supportive and effective responses when someone may have experienced sexual harassment, sexual or intimate partner violence. *State Variant: CA*

Preventing Harassment and Discrimination - Non Supervisors**



90 minutes

Prepares learners to cultivate and maintain a workplace culture resistant to discrimination, harassment, and retaliation.

- **Preventing Harassment and Discrimination:** Non-Supervisors + Clery Act and Title IX - 150 minutes
- **Preventing Harassment and Discrimination:** Non-Supervisors Extended - 160 minutes
- **Preventing Harassment and Discrimination:** Non-Supervisors Extended + Clery Act and Title IX - 180 minutes

State Variants: CA, IL, TN, UT

Preventing Harassment and Discrimination - Supervisors**



175 minutes

This course prepares leaders to cultivate and maintain a workplace culture resistant to discrimination, harassment, and retaliation.

- **Preventing Harassment and Discrimination:** Supervisors Clery Act and Title IX - 235 minutes
State Variants: CA, IL, TN, UT

Preventing Harassment and Discrimination: Gateway



60 minutes

May be used as training for initial states without seat time requirements or as ongoing training on harassment and discrimination prevention.

State Variants: IL, TN

Clery Act Overview



40 minutes

Dating Violence: Identification and Prevention



34 minutes

Discrimination Awareness in the Workplace



22 minutes

Discrimination: Avoiding Discriminatory Practices



31 minutes

*Available for individual purchase.

**Available to purchase as a two-course bundle.



DIVERSITY, INCLUSION, AND BELONGING



Pre/Post Surveys

Offered immediately before and after each course to evaluate learner attitudes, beliefs, behaviors, and experiences related to the topic



Follow-Up Survey

Offered 30 days after course completion to measure long-term impact



Translations are Available

Provide an equitable learning experience with accessible training available in different languages

Diversity, Inclusion, and Belonging*



75 minutes

Helps employees gain the skills they need to collaborate in an increasingly diverse workforce and cultivate a speak-up, ally culture.

Diversity, Inclusion, and Belonging for Leaders*



70 minutes

Makes important but complex topics like equity, identity, unconscious bias, and microaggressions both accessible and applicable for learners, while increasing awareness, deepening understanding, and encouraging positive action.

Communication for Inclusion (Faculty and Staff, Employees and Managers)



50 minutes

Diversity and Inclusion: Faculty and Staff



11 minutes

Diversity, Equity and Inclusion Practices: Staff-to-Staff



26 minutes

Managing Bias



30 minutes

Personal Skills for a Diverse Campus



50 minutes

The Influence of Unconscious Bias



45 minutes

The Influence of Unconscious Bias in Decision Making (Search Committees)



43 minutes

*Available for individual purchase.



DIVERSITY, INCLUSION, AND BELONGING EXPANDED



Pre/Post Surveys

Offered immediately before and after each course to evaluate learner attitudes, beliefs, behaviors, and experiences related to the topic



Follow-Up Survey

Offered 30 days after course completion to measure long-term impact



Translations are Available

Provide an equitable learning experience with accessible training available in different languages

Becoming an Ally: Part 1

15 minutes

Becoming an Ally: Part 2

21 minutes

Building Antiracist Culture in Your Organization

24 minutes

Cultural Appropriation vs. Appreciation

14 minutes

Diversity Competent Mentoring Pt 1

9 minutes

Diversity Competent Mentoring Pt 2

10 minutes

Diversity Competent Mentoring Pt 3

17 minutes

Engagement with Diversity (Faculty and Staff, Employees and Managers)

27 minutes

Implicit Bias and Microaggression Awareness

21 minutes



Making Campus Safe for LGBTQ+ Students

28 minutes

Making Campus Safe and Inclusive for Transgender Students

19 minutes

Supporting Students of Color at Predominantly White Institutions

28 minutes

Students of Color at Predominantly White Institutions: First-Hand Narratives

15 minutes



ATHLETICS



Pre/Post Surveys

Offered immediately before and after each course to evaluate learner attitudes, beliefs, behaviors, and experiences related to the topic



Follow-Up Survey

Offered 30 days after course completion to measure long-term impact



Impact Report

Includes data, insights, benchmarking and recommendations based on your institution's use of the program



Translations are Available

Provide an equitable learning experience with accessible training available in different languages

Athletic Liability (for Staff)

45 minutes

A review of professional preparation and instructional competence; avoiding abuse claims; facility and equipment safety, athletic events, camps, and clinics, and team transportation issues.

Concussion Awareness: Athletics For Staff

18 minutes

An overview of concussion dangers and best practices to minimize concussion risks and ensure proper care for student athletes.

Hazing Awareness and Prevention for Athletes

23 minutes

Provides college athletes with comprehensive hazing prevention programming.

Mental Well-Being For Athletes



28 minutes

Provides college athletes with an overview of mental well-being, risk and protective factors, and strategies to respond to mental well-being concerns.

Sexual Assault Prevention For Athletes**



75 minutes

Student athlete training to address the NCAA Policy on Campus Sexual Violence.

Sexual Assault Prevention For Athletic Staff**

75 minutes

Training for athletic administrators to address the NCAA Policy on Campus Sexual Violence.



Sexual Assault Prevention Ongoing: Athletes

37 minutes

Ongoing training to address the NCAA policy on Campus Sexual Violence.

Sexual Violence Prevention Essentials For Athletes

20 minutes

The facts about social pressures and gender roles, alcohol, reporting, bystander intervention and support, and through student-athlete testimonials.

Title IX and Gender Equity in Athletics (for Staff)

53 minutes

An overview of Title IX and how it applies to college and university athletics programs.

**Available to purchase as a two-course bundle.



USCAH ATHLETIC SAFETY TRAINING

Each course provides a comprehensive overview of the topic, is designed by USCAH's athletics healthcare experts and is 30 minutes in length.

- ACL Injuries and Prevention Strategies
- Anxiety
- Basic Injuries and Conditions in Athletics
- Bully, Cyberbullying, and Hazing in Sports
- Sudden Cardiac Injuries and Commotio Cordis in Sport*
- Cervical Spine Injuries and Management*
- Collapse in Athletes for Non-Healthcare Personnel*
- Concussion in Sport for Collegiate and Adult Sports*
- Depression
- Diabetes in the Athlete*
- Diagnostic Imaging in Sport
- Dietary Supplements and Performance Enhancing Drugs
- Eating Disorders in Sport
- Emergency Action Plan Development*
- Environmental Monitoring and Safety*
- Exertional Heat Illness and Prevention*
- Exertional Rhabdomyolysis*
- Female Athlete Triad
- How to be an Advocate for your Healthcare
- Illness and Infection in Sport
- Independent Medical Care*
- Managing Relationships
- Mental Health Access
- Mental Health and Emergency Action Plans
- Mental Health and Injured Athlete
- Mental Health In Sport for Athletes
- Mental Health in Sport for Administrators
- Mental Health in Sport for Coaches and Support Staff
- Mental Health in Sport*
- Mindfulness
- NCAA Football Health and Safety Guidelines*
- Nutrition and Hydration
- Overtraining in Sport*
- Pain Management and Medication Use in Sport
- Physical Recovery Techniques
- Respiratory Conditions in Sport*
- Recognition of Tobacco, Drug, and Alcohol Abuse
- Religious Inclusive Practices and Accommodations in Sports
- Resilience and Grit
- Sickle Cell Trait*
- Skin Conditions in Sport
- Sleep
- Social Media and Mental Health
- Sportsmanship*
- Stress Fractures and Bone Health
- Trauma-Sensitive Coaching Practices



About USCAH: The U.S. Council for Athletes' Health (USCAH) was founded upon the need within athletic institutions for trusted, independent partners with the experience and expertise to advise and consult with organizations regarding their healthcare delivery system.

*Supports the educational objectives of the NCAA Interassociation Recommendations: Preventing Catastrophic Injury and Death in Collegiate Athletes



SECURITY AND RISK MITIGATION



Translations are Available Provide an equitable learning experience with accessible training available in different languages

Active Shooter: Run, Hide, Fight*

15 minutes

Provides employees with an introduction to the concept of run, hide, fight procedures and covers situational awareness and how to assess emergency situations.

Data Security and Privacy*

70 minutes

Shows employees how to recognize potential threats and risky behaviors and teaches them how to mindfully respond to cyber-threats.

15-Passenger Van Safety

19 minutes

Accident Investigation

25 minutes

Active Assailant Preparedness

48 minutes

Arson Awareness and Prevention

31 minutes

Browser Security Basics

17 minutes

Campus Security Authorities: Roles and Responsibilities

13 minutes

Copper Theft Awareness

11 minutes

Copyright Infringement

22 minutes

Crisis Response and Recovery

14 minutes

Cybersecurity Awareness for Educational Leaders: Safeguarding Against Social Engineer Attacks

12 minutes

Cybersecurity Awareness for Educational Leaders: Incident Preparedness and Management Planning

28 minutes

Cybersecurity Awareness for Educational Leaders: Laws and Global Compliance Standards

33 minutes

Cybersecurity Awareness for Educational Leaders: Creating A Cybersecurity Culture

29 minutes

Cybersecurity Awareness for Employees at Educational Institutions: End-User Best Practices

20 minutes

Cybersecurity Awareness for Employees at Educational Institutions: Security Awareness Essentials

20 minutes

*Available for individual purchase.



SECURITY AND RISK MITIGATION *(cont.)*



Translations are Available Provide an equitable learning experience with accessible training available in different languages

Cybersecurity Awareness for Employees at Educational Institutions: Social Engineering 

16 minutes

Cybersecurity Awareness for Employees at Educational Institutions: Classifying and Safeguarding Data for Institutional and Personal Use 

20 minutes

Defensive Driving

19 minutes

Distracted Driving

14 minutes

Email and Messaging Safety 

14 minutes

FACTA: Identity Theft Protection Act

13 minutes

General Safety Orientation

13 minutes

Password Security Basics 

10 minutes

Payment Card Industry Data Security Standard (PCI DSS) Overview 

30 minutes

PCI DSS: Payment Card Industry Data Security Standard 

20 minutes

Protection Against Malware 

17 minutes

Safety Committee Operations

15 minutes

Safety Basics for Security Staff

22 minutes

Social Media and Your Job 

40 minutes

Social Media for Managers 

35 minutes

Terrorism: Awareness and Response

31 minutes

Visual Weapons Screening

16 minutes

Winter Driving

17 minutes

Texas Cybersecurity Awareness for Employees Program

120 minutes



HEALTH AND HUMAN SAFETY



Pre/Post Surveys

Offered immediately before and after each course to evaluate learner attitudes, beliefs, behaviors, and experiences related to the topic



Follow-Up Survey

Offered 30 days after course completion to measure long-term impact



Translations are Available

Provide an equitable learning experience with accessible training available in different languages

Bloodborne Pathogens*

35 minutes

Provides an overview of the dangers posed by bloodborne pathogens and steps employees can take to protect themselves and others from exposure.

Hazing Awareness and Prevention for Faculty and Staff*

51 minutes

Examines why hazing occurs, the health and legal risks of hazing, and employees' responsibility to recognize, address, and prevent hazing at their institutions and organizations.

Slips, Trips and Falls*

17 minutes

Provides specific guidelines to help these types of injuries, best practices for walking on slippery surfaces, precautions to avoid trip hazards, and safety policies that keep employees from taking fall risks.

AED (Automated External Defibrillators)

17 minutes

Back Injury and Lifting

18 minutes

Camps on Campus: Keeping Minors Safe

12 minutes

12 minutes

Cardiopulmonary Resuscitation (CPR)

13 minutes

Child Abuse: Mandatory Reporting

24 minutes

Fall Protection

24 minutes

First Aid

31 minutes

Health Emergencies: Asthma Awareness

11 minutes

Health Emergencies: Breathing Emergencies, Choking, and the Heimlich Maneuver

10 minutes

Health Emergencies: Diabetes Awareness

15 minutes

Health Emergencies: Hemophilia

6 minutes

Health Emergencies: Life-Threatening Allergies

15 minutes

Health Emergencies: Overview

21 minutes

Health Emergencies: Seizures

15 minutes

Human Trafficking Awareness

31 minutes

*Available for individual purchase.



HEALTH AND HUMAN SAFETY (cont.)



Offered immediately before and after each course to evaluate learner attitudes, beliefs, behaviors, and experiences related to the topic



Offered 30 days after course completion to measure long-term impact



Provide an equitable learning experience with accessible training available in different languages

HIV/AIDS Awareness

8 minutes

Ladder Safety

19 minutes

Medication Administration: Epinephrine Auto-Injectors

16 minutes

Medication Administration: Naloxone

16 minutes

MRSA Awareness

12 minutes

Office Ergonomics

29 minutes

Opioid Overdose Response Awareness

18 minutes

Personal Protective Equipment (PPE)

15 minutes

Prescription Drug Abuse: Impact on Students

38 minutes

Protecting Youth: Abuse and Neglect Prevention

90 minutes

Respirable Crystalline Silica Awareness

16 minutes

Respiratory Protection

17 minutes

Seizure First Aid Ready

31 minutes

Self-Harm Awareness and Prevention (Teachers, Faculty and Staff)

29 minutes

Severe Bleeding Response: Wound Packing and Tourniquet Use

10 minutes

Staying Healthy in a Changing Environment

40 minutes

Workplace Injury Prevention

40 minutes

Youth Suicide: Awareness, Prevention and Postvention

27 minutes



HUMAN RESOURCES AND WORKFORCE MANAGEMENT



Pre/Post Surveys

Offered immediately before and after each course to evaluate learner attitudes, beliefs, behaviors, and experiences related to the topic



Translations are Available

Provide an equitable learning experience with accessible training available in different languages

FERPA: Family Educational Rights and Privacy Act*

40 minutes

Helps employees understand the terminology and intricacies of this legislation.

Health Insurance Portability and Accountability Act (HIPAA)*

85 minutes

Introduces employees to federal regulations establishing security and privacy rules for health care records; when protected health information may and may not be used or released; and potential penalties for unauthorized use or disclosure.

Accommodating People with Disabilities

45 minutes

Americans with Disabilities Act Overview

33 minutes

Background Checks for Hiring

25 minutes

Code of Conduct

60 minutes

Conducting Job Interviews

26 minutes

Conflict Management: Staff-to-Staff

14 minutes



Conflicts of Interest

25 minutes

Customer Service Overview

11 minutes

Drug-Free Workplace

24 minutes

Drugs and Alcohol at Work

25 minutes

Duty to Prevent Violence

50 minutes

Family Medical Leave Act (FMLA)

17 minutes

General Data Protection Regulation

14 minutes

General Ethics in the Workplace

19 minutes

*Available for individual purchase.



HUMAN RESOURCES AND WORKFORCE MANAGEMENT *(cont.)*



Pre/Post Surveys

Offered immediately before and after each course to evaluate learner attitudes, beliefs, behaviors, and experiences related to the topic



Translations are Available

Provide an equitable learning experience with accessible training available in different languages

Handling Difficult Conversations in the Classroom

24 minutes

HIPAA Overview

16 minutes

Identifying Candidates

40 minutes

Interviewing Candidates

40 minutes

Managing Difficult Behaviors

20 minutes

Mental Well-Being for Faculty and Staff

55 minutes

Performance Evaluations

26 minutes

Performance Management

26 minutes

Recognizing Drug and Alcohol Abuse – Supervisors

45 minutes

Retaliation Liability

29 minutes

Skills for Members of Search Committees (Faculty Search Committees)

29 minutes

Stress Management

31 minutes

Terminating Employees

35 minutes

The Aftermath of Trauma

30 minutes

Tools for an Ethical Workplace

50 minutes

Understanding Boundaries

37 minutes

Workplace Bullying: Awareness and Prevention

25 minutes

Workplace Violence: Awareness and Prevention

20 minutes

Workplace Violence Prevention

30 minutes

Wrongful Termination

34 minutes



ENVIRONMENTAL HEALTH AND FACILITIES MANAGEMENT



Translations are Available Provide an equitable learning experience with accessible training available in different languages

Hazard Communication: Right to Understand (GHS)*

30 minutes

Provides employees with an understanding of hazardous chemicals and their specific dangers, as well as actions to take to protect oneself and others.

Laboratory Safety Bundle*

This bundle includes 4 courses and is designed for both employees and students who are working in or around laboratories within a higher education environment.

Science Lab Safety

27 minutes

Science Laboratory Chemical Spills

30 minutes

Laser Safety

26 minutes

Laboratory Safety

42 minutes

This course can be taken as one course or broken out into the following modules:

- Laboratory Safety: Hazard Identification and Control
- Laboratory Safety: Minimizing the Risks
- Laboratory Safety: Lab Standards and Practices
- Laboratory Safety: Chemical Storage
- Laboratory Safety: Emergency

Aerial Lift Safety

32 minutes

Asbestos Awareness

56 minutes

Carpentry Basics

20 minutes

Carpentry Basics: Drywall Repair

16 minutes

Carpentry Basics: Painting

22 minutes

Carpentry Basics: Tools and PPE

34 minutes

Carpentry Safety

16 minutes

Chemical Spills Overview

24 minutes

Commercial Mower Safety

25 minutes

Compressed Gas Safety

15 minutes

Confined Spaces

18 minutes

Doors and Hardware Basics

13 minutes

*Available for individual purchase.



ENVIRONMENTAL HEALTH AND FACILITIES MANAGEMENT *(cont.)*



Translations are Available Provide an equitable learning experience with accessible training available in different languages

Doors and Hardware Maintenance and Repair

15 minutes

Energy Conservation: All Staff

17 minutes

Eye and Face Protection 

14 minutes

Facility Emergencies

21 minutes

Fire and Explosion Hazards

25 minutes

Fire Extinguisher Safety 

14 minutes

Food Safety and Kitchen Sanitation

13 minutes

Food Service Equipment: Safe Use

28 minutes

Food Service Equipment: Sanitation

22 minutes

Foodborne Illnesses 

19 minutes

Forklift Safety

15 minutes

HACCP: Hazard Analysis and Critical Control Points

25 minutes

Hand and Power Tool Safety Overview 

21 minutes

Hazard Communication 

20 minutes

Hearing Loss Prevention 

13 minutes

Heat Illness Prevention 

15 minutes

Indoor Air Quality Awareness

20 minutes

Integrated Pest Management

24 minutes

Intermediate Maintenance Practices



15 minutes

Lead Safety Awareness 

14 minutes

Maintaining Forklift Safety

44 minutes

Mercury Spills

14 minutes

Preventive Maintenance Basics

15 minutes

Reliability Centered Maintenance 

15 minutes

Safety Data Sheets

21 minutes



ENVIRONMENTAL HEALTH AND FACILITIES MANAGEMENT *(cont.)*



Translations are Available Provide an equitable learning experience with accessible training available in different languages

Sample OSHA Comprehension Exam –
New Hire

1 minute

Scaffolding Safety

22 minutes

Scent Awareness

12 minutes

Scissor Lift Safety

21 minutes

Stormwater Management Overview

22 minutes

Trenching and Excavation Safety

19 minutes

Utility Cart Safety 

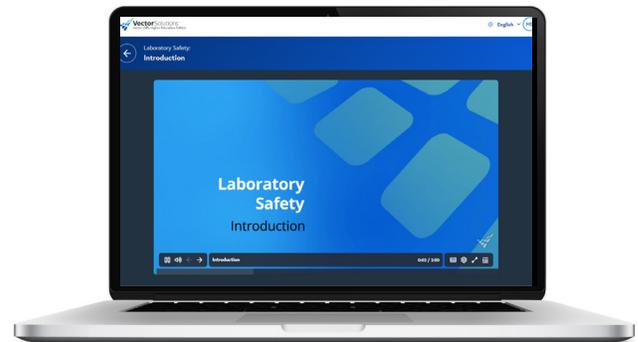
17 minutes

Water Damage Prevention

28 minutes

Workplace Hazardous Materials
Information System

25 minutes





FACILITIES MAINTENANCE



Translations are Available Provide an equitable learning experience with accessible training available in different languages

Cooling

Cooling Basics

19 minutes

Cooling System Maintenance

16 minutes

Electrical

Basic Electrical Maintenance 

28 minutes

Basic Electrical Troubleshooting 

22 minutes

Electrical Safety 

25 minutes

Lockout/Tagout and Basic Arc Flash

13 minutes

Fire Systems and Sprinklers

Fire Systems and Sprinkler Basics

20 minutes

Fire Systems: Fire Alarm Control Panel



21 minutes

Fire Systems: Fire Extinguishers 

17 minutes

Fire Systems: Life Safety Testing 

22 minutes

Fire Systems: Wet and Dry Sprinkler Systems 

24 minutes

HVAC - Air Side

HVAC – Air Side: Air Balance Basics



18 minutes

HVAC – Air Side: Air Distribution

22 minutes

HVAC – Air Side: Air Handling in Commercial Buildings

23 minutes

HVAC – Air Side: Hot and Cold Calls

17 minutes

HVAC – Air Side: Introduction to Air Handlers 

17 minutes

HVAC – Air Side: Terminal Units 

26 minutes

HVAC – Air Side: Variable Air Volume (VAV) Systems

20 minutes



FACILITIES MAINTENANCE *(cont.)*



Translations are Available Provide an equitable learning experience with accessible training available in different languages

Hydronic Systems

Hydronic Systems: Architecture and Operation

20 minutes

Hydronic Systems: Cooling Tower Basics



22 minutes

Hydronic Systems: Cooling Tower Operation



24 minutes

Plumbing

Plumbing Basics

18 minutes

Plumbing Maintenance

25 minutes

Refrigeration

Refrigerant Management



24 minutes

Refrigeration Basics

16 minutes

Refrigeration Components

25 minutes

Water Treatment

Intermediate Water Treatment



15 minutes

Water Treatment Basics

18 minutes

Additional Courses Available

Heating Systems Basics

20 minutes

Hot Water Boilers

21 minutes

Intermediate Motors

22 minutes

Lockout/Tagout: Energy Release

11 minutes

Motor Basics



15 minutes

Steam Boilers



22 minutes

Welding, Cutting and Brazing
Safety Awareness

22 minutes

Additional Higher Education Solutions

Vector Solutions has developed award-winning solutions to make college campuses even safer, healthier, and more inclusive. We help administrators address complex challenges through robust, user-friendly solutions designed to save time and reduce costs:

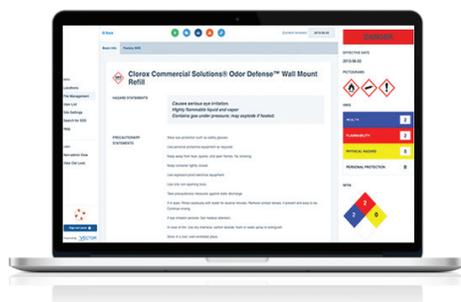
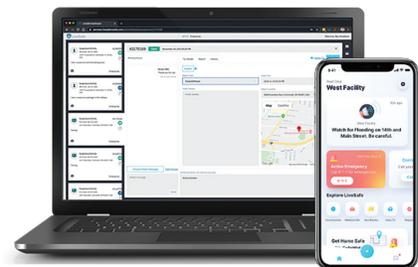


Student Training

Vector Solutions student training helps institutions and organizations encourage healthy decisions and promote positive attitudes and behaviors among their student populations with proven effective content and data insights. Our catalog includes courses related to sexual assault prevention; alcohol and drug misuse prevention; diversity, inclusion, and belonging; wellness and safety; athletics; and fraternity and sorority life.

Safety and Response Communication Platform and Mobile App

Vector LiveSafe is a powerful safety and response communication platform and mobile app that empowers faculty, staff, and students to play a role in their institution's safety and security efforts.



SDS and Chemical Management

Vector SDS and Chemical Management can help you safely manage and organize your institution's entire SDS and chemical inventory online, which faculty, staff, and students can quickly access at a moment's notice.

EHS Management

Vector EHS is a configurable environmental, health, and safety management solution that helps institutions efficiently record, track, and trend safety data while ensuring regulatory compliance.



DIVIDER

Cybersecurity Policies



Cybersecurity Policies and Information Handling Overview - Version 5.1

Revision Date 3/5/2024

Contents

Overview	3
Information Security Program Overview	3
Information Security Policies and Standards	3
Organizational Security	4
Privacy	4
Risk Management	5
Incident Response	5
Data Breach Response	6
Customer Data Breach Notification	6
Personnel Security	7
Data Centers: Physical & Environmental Security	7
Auditing and Logging	7
Endpoint Systems Protection	8
Data Protection & Encryption	8
Data Retention and Disposal	8
SaaS Offerings Customer Owned Data	9
Vector Solutions Operational Data	9
Customer Data Disposal	Error! Bookmark not defined.
Access Controls	9
Role-Based Access	9
Authentication and Authorization	9
Business Continuity and Disaster Recovery	10
System Backups	10
More Information	10
Policy Version History	11

Overview

At Vector Solutions we know that information security and privacy is important to our customers, our colleagues, and our business partners. The purpose of this document is to provide an overview and a response to questions posed by customers and prospective customers to satisfy general concerns or compliance requirements. The information provided here offers responses primarily from a customer data perspective. In some cases, responses may represent Vector Solutions' Corporate IT or Information Security processes or controls. We are committed to maintaining Information Security through responsible management, appropriate use, and protection in accordance with legal and regulatory requirements and our agreements

While every effort is made to accurately reflect the current state of security operations at Vector Solutions, processes, the computing infrastructure, and the applications are all dynamic. Confirmation of specific information regarding critical requirements is advised. As of the published date provided at the end of this document, all information herein is provided in good faith and attested to be correct.

Information Security Program Overview

Information Security and the protection of our customers' data is the highest priority at Vector Solutions. The Information Security program is owned and managed by our VP of Information Security and governed by the Vector Solutions Board of Directors. Vector Solutions employs a team of trained information security, risk, and compliance subject matter experts to support our data security efforts.

Our Information Security Program aligns with the NIST Cybersecurity Framework (CSF). Security controls utilized are based on the CIS 18 Critical Security Controls, NIST 800-171, and NIST 800-53, depending on the specific product and regulatory requirements. Additionally, the Vector Solutions Information Security Program also includes best practices and requirements found in other recognized frameworks, laws, and standards, including the Cloud Security Alliance, SANS, PCI-DSS, COBIT, HIPAA, COPPA, EDUCAUSE, and other U.S. Federal, State, and international privacy laws.

Due to the dynamic nature of cybersecurity, our Information Security Program is continuously evolving to address the industry's best practices, regulatory compliance requirements, and guidelines that direct our customers' security programs.

Information Security Policies and Standards

The Vector Solutions Compliance and Risk team is responsible for managing and maintaining the Information Security Policies and Guidelines. Vector Solutions maintains written Information Security policies that define an employee's responsibilities and acceptable use of information system resources. The information security policies and guidelines include, but are not limited to:

<ul style="list-style-type: none">● Acceptable Use● Access Control● Change Control● Mobile Computing● Password Policy● Physical Security● Privileged Access● Encryption Guidelines	<ul style="list-style-type: none">● Vendor Risk Management● Vulnerability Assessment and Management● Data Privacy & Protection● Data Retention / Disposal● Bring Your Own Device (BYOD)● Incident Response Program● Security Awareness Program
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Vector Solutions receives signed acknowledgment from users indicating that they have read, understand, and agree to abide by the pertinent information security policies, the Company Code of Conduct, and Rules of Behavior before providing authorized access to Vector Solutions' information systems. These policies are routinely reviewed and updated, as necessary.

The Security policies and requirements apply to all employees and contractors working on behalf of Vector Solutions. They are communicated as part of the Security Awareness Program before receiving access to Vector Solutions systems upon hiring, and again annually as part of the security awareness training program.

In areas where Vector Solutions leverages the policies, processes, and controls of our Hosted Cloud Services Providers, AWS and Azure, information has been provided to us by them. Where possible, it is validated for completeness and appropriate usage in our environments as a part of Vector Solutions vendor risk management program and annual review.

Organizational Security

Information security roles and responsibilities are defined within the organization. The cybersecurity team focuses on data and information security, including global security auditing and compliance, as well as the identification of the security controls to protect Vector Solutions' infrastructure. The security team receives updated information system security notifications regularly from numerous sources including CISA. It distributes security alert and advisory information to the organization daily or as needed after assessing the risk and impact as appropriate.

Vector Solutions strives to follow industry best practices outlined by security frameworks such as the NIST Cybersecurity Framework, SANS, and Cloud Security Alliance to help identify, prevent, detect, and respond to security events and incidents. The VP of Information Security is responsible for tracking incidents, vulnerability assessments, overseeing penetration testing, threat mitigation, risk management, and maintaining a corporate-wide information security management program to ensure that information asset are adequately protected.

Privacy

Vector Solutions protects personal data using appropriate physical, technical, and organizational security measures. All Vector Solutions staff are required to take privacy protection training at least annually as part of the Security Awareness Program.

Vector Solutions only processes personal information in a way that is compatible with and relevant for the purpose for which it was collected or authorized under our privacy policy published on our website. We take all reasonable steps to protect the information we receive from our users from loss, misuse, or unauthorized access, disclosure, alteration, or destruction.

The Privacy Policy and related standards define requirements for establishing and managing a program to protect the personal information of employees, customers, and stakeholders. Along the same lines as security, Vector Solutions maintains and fosters a strong privacy awareness culture and considers training and awareness a critical component of a holistic privacy program. A significant consideration is given to federal, state, and international laws and regulations pertaining to privacy including GDPR, CCPA, and other emergent state-level privacy laws.

Vector Solutions recommends that unnecessary pieces of sensitive or personally identifiable information (PII) not be stored in the application(s), and alternate unique identifiers be used when possible.

- <https://www.vectorsolutions.com/privacy-policy/>
- <https://www.vectorsolutions.com/ccpa-privacy-policy/>
- <https://www.vectorsolutions.com/dpa>

Risk Management

As a part of the Company's vendor risk management program, critical vendors are subject to vendor security reviews annually. Regularly scheduled security assessments (e.g., Risk Assessment, Vulnerability Assessment, penetration test, web application security test, etc.) are conducted to identify any vulnerabilities or risks to the environment. After each assessment, all findings are reviewed to determine their validity and the level of risk. Mitigation may come in the form of a vendor patch (if one exists), code changes, or other available security control mitigations.

Incident Response

The Vector Solutions Incident Response Program and related standards establish requirements for discovering and managing potential threats to the Vector Solutions environment. As part of our Incident Response Program, the following provisions are in place:

- Comprehensive Incident Response Plan is documented and reviewed regularly.
- Creation and implementation of a multi-disciplinary Computer Emergency Response Team (CERT) to be called upon to contribute to the management of incidents, as necessary.
- Regular testing of the Incident Response Plan includes training and exercises such as threat simulations and plan walkthroughs.
- Validated high-risk vulnerabilities with known exploits are deemed threats and managed via the Incident Management Process until the threat is mitigated.
- Potential threats are continuously monitored and evaluated. Confirmed threats are addressed based on risk and potential impact.

The Incident Management Standard defines requirements for addressing incidents within the Vector Solutions environment and is the basis for the Incident Management Process. Incident Management at Vector Solutions includes the following provisions:

- Incidents and potential incidents are documented in the incident tracking system, where they are risk-ranked based on various factors.
- Incidents are managed through its resolution by the CERT via a documented process that is based on the NIST 800-61 Computer Security Incident Handling Guide and include the following stages:
 - Preparation
 - Detection and analysis

- Containment, eradication, and recovery
- Post-incident activity

The CERT team is defined in the Incident Response Plan and is composed of appropriate individuals with specific roles and responsibilities based on their areas of expertise. The team at times consists of members from:

- IT Infrastructure
- Application Development
- Finance (if applicable)
- Legal
- Communications
- Customer Services (if customer data is affected)
- Human Resources
- The affected unit or department that uses or manages the involved system or output or whose data may have been breached or exposed
- Additional departments based on the data types involved
- Additional individuals as deemed necessary by the VP of Information Security, CTO, or Senior Management

Incidents are addressed based on Severity and Risk. Depending on the solution's complexity and/or permanence, incidents may spawn an equivalent event in the Problem Management Process.

The Incident Management Process is utilized/exercised regularly and is reviewed and validated at least annually.

Root cause analysis and blameless postmortem exercises are also conducted where possible to ensure that our incident response capabilities are always evolving.

Data Breach Response

Vector Solutions maintains a Data Breach Response (DBR) process as part of our Incident Response Program. The DBR applies to all who collect, access, support, distribute, process, protect, store, use, transmit, dispose of, or otherwise handle personally identifiable information located within Vector Solutions' cyber assets.

As soon as a theft, data breach or exposure of Protected or Sensitive data of Vector Solutions is identified, the process of removing all access to that resource will begin, and forensics teams will be deployed to determine the impact of the lost data.

Customer Data Breach Notification

When restricted data, including Personally Identifiable Information, has been exposed, Vector Solutions shall consult with General Counsel to determine the extent to which breach notification is required under legislative or regulatory obligations. In jurisdictions or circumstances where no laws or regulations dictating data breach notifications exist, Vector Solutions shall notify affected parties within 48 business hours after Vector Solutions has verified the scope and impact of the data breach. Notwithstanding the

foregoing, in the event Vector Solutions reasonably determines that suspected data network activity is more than likely to result in the unauthorized exposure of restricted data, it will promptly notify Client of such reasonable suspicion so that Client may take actions it deems appropriate under the circumstances to mitigate the risk of such exposure.

Personnel Security

Vector Solutions employees are required to conduct themselves according to the Company's Code of Conduct and integrity guidelines, including those regarding confidentiality, business ethics, appropriate usage, and professional standards. All newly hired employees must sign non-disclosure confidentiality agreements and acknowledge the Vector Solutions Code of Conduct Policy. The policy outlines the Company's expectation that every employee will conduct business lawfully, ethically, with integrity, and with respect for each other and the Company's users, partners, and competitors.

- Processes and procedures are in place to address employees who are on-boarded and off-boarded from the Company.
- Preemployment background checks including criminal search and global watchlist search are performed on all new employees.

Data Centers: Physical & Environmental Security

Our information systems and infrastructure are hosted in world-class data centers, including hosted cloud systems that are regionally dispersed in North America to provide high availability, redundancy, and quick failover should an issue arise. At the time of this edit we utilize predominately AWS, as well as Azure hosted services with data centers in the USA and Canada.

The standard physical security controls implemented at each data center include electronic card access control systems, fire alarm and suppression systems, interior and exterior cameras, and security guards. Physical access is centrally managed and strictly controlled by data center personnel. All visitors and contractors are required to present identification, are required to log in, and be escorted by authorized staff through the data center. Access to areas where systems or system components are installed or stored is segregated from unrelated systems. The cameras and alarms for each of these areas are centrally monitored 24x7 for suspicious activity, and security guards routinely patrol the facilities. Servers have redundant internal and external power supplies. Data centers have backup power supplies and can draw power from diesel generators and backup batteries. These data centers are certified under the Service Organization Controls (SOC) 2 program. Verification of this certification is conducted at least annually through a review of the SOC 2 and/or SOC 3 reports.

Additional information on the data center security controls may be found online:

AWS - <https://aws.amazon.com/compliance/data-center/controls/>

Microsoft Azure - <https://docs.microsoft.com/en-us/azure/security/fundamentals/physical-security>

Auditing and Logging

We maintain audit logs on infrastructure and systems. Access to our auditing and logging tool is limited to authorized individuals only. Security events are logged, monitored, and addressed by trained security team members.

Vector Solutions employs a 24/7 monitored Security Operations Center. All alerting is triaged by the SOC staff and is escalated as needed to multiple levels of security staff that respond to these alerts in an ongoing manner. Network monitoring tools are in place to manage and control complications that may compromise the organization's business operations. The IT team uses an enterprise monitoring system to provide real-time information on system failures and outages. The monitoring system is further configured to generate alert notifications when network performance exceeds predefined thresholds. These alerts are configured to be sent to appropriate Vector personnel.

Endpoint Systems Protection

An endpoint protection system is used to monitor traffic within the internal network for malware and unwarranted network access. The endpoint system is configured to detect and quarantine the transmission of data or files that contain malicious code and automatically updates current virus signatures in real-time as they are released by the vendor. The system is also configured to detect non-signature-based issues where possible. All systems are centrally managed and monitored for malicious activity via host-based firewalls, intrusion prevention systems, antivirus, and malicious code protection. Our Security Operations Center monitors all endpoint logs. Endpoint Detection and Response is deployed on all user systems to ensure that Vector Solutions can respond to any emerging threat in a swift manner.

Data Protection & Encryption

Vector Solutions continually develops products that support the latest recommended secure cipher suites and protocols to encrypt traffic while in transit. We monitor the changing cryptographic landscape closely and work to upgrade our products to respond to new cryptographic weaknesses as they are discovered and implement best practices as they evolve. The policy for acceptable encryption is reviewed and updated on an ongoing basis as needed.

Sensitive customer data is encrypted while at rest, including when stored in local or offsite backups within secure data centers. Backups are performed to disk only (no removable storage is used) and no media leaves the protected environment. Transactional data between the Customer and the application is encrypted via TLS, which are applicable across the internet, except where customers request exceptions. Internal management/Operations utilize SSH or protocols tunneled over SSH or other VPN technologies when possible.

End users do not have direct access to the platform or to the database. Vector Solutions deploys security controls to prevent unauthorized access or modification of customer data. New or existing security controls are continually evaluated for effectiveness and implementation.

Data Loss Protection (DLP) is deployed to workstations, servers, email, and cloud file storage for Vector Solutions corporate systems.

Data Retention and Disposal

Data retention and destruction policies and procedures have been defined by management to ensure necessary records and documents of Vector are adequately protected and maintained, and to ensure that records that are no longer needed by Vector or are of no value are discarded securely at the proper time.

SaaS Offerings Customer Owned Data

Customers are the Data Controllers of all data they create and maintain into any of the Vector Solutions SaaS services they subscribe to.

Upon Termination of services the customer has the right to:

- Request an export or copy of their data.
- Request that their data be disposed of properly.

All customer data that is to be disposed of must follow all requirements for that deletion as dictated by regulatory compliance or contractual obligations. Data may also be anonymized to ensure that it cannot be used to reference a customer or individual person.

Vector Solutions Information Security Department has delineated policy related to appropriate disposal methods. The means of disposal will depend on the type of system and technically feasible means of data sanitization.

If the customer has not submitted a written request for data disposal, their data will be retained after the date of termination, but still cared for via the appropriate controls and surviving contract clauses.

Vector Solutions Operational Data

Data that Vector Solutions collects, creates, and maintains as part of our business operations is retained as needed in accordance with applicable federal, regulatory, and state laws. Due diligence is taken to protect the information that we hold against wrongful use, or disclosure.

Access Controls

Role-Based Access

Role-based access controls are implemented for access to information systems. Employee termination processes and procedures are in place to ensure that access is secured upon employee separation. Access controls to sensitive data in our databases, systems, and environments are established on a need-to-know basis following the principles of least privilege. All personnel with access to sensitive or confidential data have a background check performed against them before allowing access to the data. In addition, privacy and data handling training are required for all Vector Solutions employees and contractors. Annual security training and policy attestation is required for all employees.

Authentication and Authorization

We require that authorized users be provisioned with unique account IDs. Our password policy covers all applicable information systems, applications, and databases and requires the use of complex passwords, which are deployed to protect against unauthorized use of passwords. Use of an identity access management system has been deployed internally to further strengthen user access controls.

Vector Solutions employees are granted a limited set of default permissions to access company resources, such as their email and the corporate intranet. Vector Solutions requires the use of unique user IDs, strong

passwords, two factor authentication and carefully monitored access lists to minimize the potential for unauthorized account use. The granting or modification of access rights is based on the employee's job responsibilities, job duty requirements necessary to perform authorized tasks, and a need-to-know basis. Requests for further access follow a formal process that requires approval from a data or system owner, manager, or other executives, as defined by our security guidelines. The granting or modification of access rights must also be in accordance with the internal Access Control and Account Management Policy.

Business Continuity and Disaster Recovery

We implement a disaster recovery program within our software services to minimize service interruption due to hardware failure, natural disaster, or other catastrophes. This program includes multiple components to reduce the risk of any single point of failure. For business-critical applications, application data is replicated to multiple systems within the data center and, in some cases, replicated to secondary or backup data centers that are geographically dispersed to provide adequate redundancy and high availability. The hosted cloud service providers we use are required to have high-speed connections between data centers to support fast failover.

System Backups

Vector Solutions has backup standards and guidelines and associated procedures for performing backup and restoring data in a scheduled and timely manner. Incremental daily and full weekly backups are done on production systems. Controls are established to help safeguard backed-up data (onsite and offsite). Periodic tests and exercises are conducted to determine whether data can be recovered from backup in a timely manner.

More Information

For more information regarding Vector Solutions Information Security policies or processes, please contact your primary point of contact at Vector Solutions.

Policy Version History

Version	Date	Description	Approved By
1.0	8/19/2019	Initial Draft	Greg Surla
2.0	11/6/2019	Updated numerous sections and document style	Greg Surla
2.1	8/3/2020	Updated sections to match current controls and processes in place	Greg Surla
3.0	3/12/2021	Updated sections to match current controls and processes in place. Format change.	Greg Surla
3.1	3/23/2021	Added Data Disposal section	Greg Surla
3.2	7/8/2021	Addition of Data Retention to the data disposal. Minor edits to provide additional information related to applicable policies. Added DLP statement Fixed version history to reflect proper date for Initial draft	Greg Surla
3.3	1/18/2022	Updated Data Breach section to match policy Added information regarding Data Center Security	Greg Surla
4.0	04/22/2022	Breach Notification sections updated. In jurisdictions or circumstances where no laws or regulations dictating data breach notifications exist, Vector Solutions shall notify affected parties within 24-hours after the company has verified the scope and impact of the data breach.	Greg Surla
5.0	11/15/2022	Some sections moved to align more naturally by topic. Risk Management section relocated. Updates added to provide additional information and clarity. Endpoint systems protection statement revised to be more complete. Purpose changed to Overview- Auditing and Logging further defined. Authentication and Authorization further defined. Systems backups further defined. Privacy Policy Links and DPA added. Data Retention and destruction further defined. Data Centers information added to Physical & Environmental Security.	David Smart
5.1	3/5/2024	Adjusting high-level statements to match changes that have been made to individual internal policies.	Scott Beauregard

DIVIDER

Terms and Conditions

VECTOR SOLUTIONS EDUCATION SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the “Agreement”), effective as of the date noted in the attached Schedule A (the “Effective Date”), is by and between Scenario Learning, LLC, d/b/a Vector Solutions, (“We/Us”) an Ohio limited liability company, and the undersigned customer (“You/Your”), (each a “Party” or “Parties”) and governs the purchase and ongoing use of the Services described in this Agreement.

GENERAL TERMS AND CONDITIONS

1. **SERVICES.** We shall provide the following Software as a Service (“**Services**”):

1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the “**Services**”) and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification and unless otherwise provided in Schedule A as a “site specific” authorization, We authorize access and use on a “one user per one authorization basis” and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00 am to 6:00 pm Eastern Time, Monday-Friday or <https://support.vectorsolutions.com/s/contactsupport>

1.4. Upgrades and Updates. We reserve the right, in our discretion, to make updates or upgrades to the Services that are necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services’ cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, You will receive access to any general upgrades and updates to the Services which We make generally available to our other customers. All updates and upgrades to the Services are subject to these terms and conditions.

1.5. Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties’ execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

2. **YOUR RESPONSIBILITIES AND USE RESTRICTIONS.**

2.1. Compliance. You shall be responsible for all Users’ compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A “**Named User**” is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year (“Term”) of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

3. **FEES AND PAYMENTS.**

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. **Suspension of Service.** If You do not make an undisputed payment on time, We may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. **Taxes.** All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provides Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. You shall own all rights, title, and interest in and to Your added software, Your content, and information collected from Your content pages ("**Your Data**"). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.2. You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.2.1 Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

4.3. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at logousage@vectorsolutions.com.

5. TERM, TERMINATION, AND NOTICE.

5.1 Term. The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "Initial Term") indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the Services may remain active for thirty (30) days solely for purpose of our record keeping.

5.2 Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.

5.3. Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

6. MUTUAL WARRANTIES AND DISCLAIMER.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

YOU ACKNOWLEDGE THAT THE SERVICES DO NOT PROVIDE AND ARE NOT INTENDED TO PROVIDE GENERAL MEDICAL, FINANCIAL OR LEGAL ADVICE AND ARE NOT A SUBSTITUTE FOR FINANCIAL OR LEGAL ADVISORS, HEALTH ASSESSMENTS AND INTERVENTIONS BY A QUALIFIED HEALTHCARE PROVIDER OR MENTAL HEALTH COUNSELOR AND ARE PROVIDED SOLELY FOR INFORMATIONAL AND EDUCATIONAL PURPOSES AND SHALL NOT REPRESENT OTHERWISE. WE MAKES NO GUARANTY, WARRANTY OR REPRESENTATION AS TO THE EFFECTIVENESS IN CHANGING OR IN MODIFYING OR AFFECTING THE BEHAVIOR OR CONDUCT OF ANY USERS OF THE SERVICES.

We make no promise that use of the Service will prevent sexual assault, alcohol or other drug abuse, sexual harassment, stalking, dating/domestic violence bullying, or hazing from occurring, or that the Services will not offend some who use it. We will not be responsible for any costs, legal fees, or damages resulting from any claim made against You by anyone who uses the Services.

6.3. Disclaimer of Third-Party Content. If You upload third-party content to our platform or Services, the third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

7. LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILFULL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE

ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

8. OBLIGATIONS OF BOTH PARTIES.

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

8.2. Your Obligation to Us. You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform infringes or violates any intellectual property right of any person. If you are a public entity, then Your indemnification obligation shall apply only to the extent not prohibited by applicable law.

9. CONFIDENTIALITY.

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

Further, the above confidentiality provisions shall apply only to the extent permissible under applicable law and subject to applicable Open Records Laws and Freedom of Information Acts.

10. MISCELLANEOUS.

10.1. Assignment. Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Florida, except where Customer is a public entity or institution in which case the applicable state, provincial, or tribal law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions. If You are purchasing

goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You acknowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "**Force Majeure Event**"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.9. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the services or this agreement hereto even if dated later than the effective date of this Agreement.

SPECIAL TERMS AND CONDITIONS

CALIFORNIA CONSUMER PRIVACY ACT

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("**CCPA**"), on Your behalf in the course of the performance of the Services, then the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You.**FAMILY EDUCATIONAL RIGHTS**

AND PRIVACY ACT. If You are subject to the Family Educational Rights and Privacy Act (“FERPA”), then the following shall apply:

Both Parties are subject to FERPA and to that end agree: (a) they are each providing educational services to the other that they would otherwise have to provide for themselves using faculty and staff; (b) each party has a legitimate educational interest in the student education records disclosed under this Agreement; and (c) We agree to be under the direct control of Named User with respect to the use and maintenance of information from student education records. Any Party, including a “school official” who receives student education records as otherwise enumerated in this Agreement, acknowledges that the student education record is confidential and may use the information only for the purposes for which the disclosure was made hereunder including only the reporting of the student’s use of the Services and review of materials by external examiners and except as permitted elsewhere in this Agreement, We may not re-disclose the information to any third -party without prior written consent from the student and Named User. Furthermore, the Parties agree to work together to share student education records in a manner that best assures the protection of student education records from disclosure.

CHILDREN’S ONLINE PRIVACY PROTECTION ACT. If a Named User is under thirteen (13) years of age, then the following shall apply:

1. The Parties acknowledge and agree that in the event a Named User under thirteen (13) years of age registers or logs in to use the Services, by personally providing to Vector Solutions such Named User’s personal information as such information is defined under the Children’s Online Privacy Protection Rule (“COPPA”), including: (a) first and last name; (b) home or other physical address including street name and name of city or town; (c) email address; (d) screen or username; (e) telephone number; (f) social security number; (g) persistent identifier; (h) photograph, video, or audio file where such file contains a child’s image or voice; (i) geolocation information that can identify the names of a street and city; and (j) information collected from such Named User that is combined with any of the previous (collectively, “COPPA Personally Identifiable Information” or “COPPA PII”), such PII shall be subject to the provisions of COPPA.

2. Each party represents and warrants that to the extent such Party’s own activities in furtherance of this Agreement are subject to the provisions of COPPA, such Party shall operate in accordance with the applicable terms of COPPA for the duration of the term hereof.

3. We shall make commercially reasonable efforts to keep COPPA PII confidential and secured from transmission or disclosure to unauthorized recipients until such PII is deleted pursuant to the terms hereof.

4. We shall make no commercial use of PII collected on Your behalf other than for educational and safety purposes and shall use PII solely for Your benefit. We shall provide to You notices required by COPPA regarding Our practices as they relate to collecting, using, or disclosing COPPA PII, as well as notice of any material change to such practices in a timely manner under the law. We shall rely on You to obtain verifiable consent from a parent or guardian (collectively, “Parent”) of each Named User under the age of 13, registered in association with You (“Verifiable Consent”) to use the Services.

5. You shall make reasonable efforts to obtain Verifiable Consent to use the Services using one or more of the following methods: (a) providing a consent form to be signed by Parent and returned to You by mail, fax, or electronic scan; (b) requiring a Parent, in connection with a monetary transaction, to use a credit or debit card or other online payment system that provides notification of each discrete transaction to the primary account holder; (c) having a Parent call a toll-free number staffed by trained personnel; (d) having a Parent connect to trained personnel via video-conference; (e) checking a form of government-issued identification against databases of such information, provided You delete Parent’s identification promptly following the completion of the verification; or (f) sending an email coupled with additional steps, including (i) sending a second email confirming consent; or (ii) confirming consent by letter or telephone call after obtaining Parent’s address or telephone number, provided that such methods of confirmation include notice that Parent may revoke any consent previously provided in response to the initial email.

6. In the event a Parent requests to exercise such Parent’s right to: (a) review; (b) request deletion of; or (c) refuse further use or collection of the PII collected from the Parent’s child, You shall relay such request to Us without unreasonable delay following Your successful verification that the requester is the Named User’s Parent.

7. We shall delete PII collected from Named Users under the age of 13: (a) once such PII is no longer needed to fulfill the purpose of its collection; or (b) upon verified request by such Named User’s Parent and shall utilize commercially reasonable safeguards to protect the PII from unauthorized access or use upon its disposal.

SERVICE SPECIFIC TERMS AND CONDITIONS

A. Vector EHS Management Services

A. This Section A contains service specific terms and conditions that will apply only if You are purchasing **Vector EHS Management Services (“EHS Services”)** in Schedule A. Otherwise, the following terms will not apply to You.

1. An **“EHS Active Employee”** is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.

2. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in Scheduled A.
3. EHS Active Employees added after the Effective Date in Schedule A shall be billed at the full per employee fee. Such additional EHS Active Employees shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
4. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.
5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Your use of the Services will be based upon the actual number of EHS Active Employees in a given contract year. Employees inactivated in a given contract year will not count towards the total number of employees in the year following such inactivation, unless reactivated.
6. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions. As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State, or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With respect to Your use of the EHS Services, You acknowledge that We are not a covered entity or business associate under HIPAA.

B. Vector Evaluations+ Services.

This Section B. contains service specific terms and conditions that will apply only if You are purchasing Vector Evaluations+ Software as a Service in Schedule A. Otherwise, the following terms will not apply to You.

1. Access and Use. We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) transmit data related to Your use of the Service over the Internet, and (iii) download and use the Evals + mobile device application software (referred to collectively as "Evals+ Services"). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in Schedule A.
2. If Your active user accounts exceed the number of Named Users during the term of this Agreement, You agree to pay for the additional Users, based on the per User fees in Schedule A. Adjusted fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period. You agree to pay for the number of Users using or authorized to access the Services in a given contract year.
3. Data Storage Fees. Evaluations+ Service includes up to 10GB of data storage for Your data. If You use storage above 10GB, You agree to pay Us for the extra storage used, based on the rate indicated in the Schedule A. Fees for additional storage will apply beginning on the month the additional storage is used, and accrue monthly.
4. Your Content. You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us on Your behalf, including but not limited to evaluation forms added to the system as part of support services We provide.
5. Third-Party Content. You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on the system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.
6. Effect of Termination. You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

C. Vector WorkSafe Services and Vector LiveSafe Services

This Section C. contains service specific terms and conditions that will apply only if You are purchasing Vector WorkSafe Services or Vector LiveSafe Services (collectively "LiveSafe Services") in Schedule A. Otherwise, the following terms will not apply to You.

1. Authorized Users. **Authorized Users** interchangeably may be referred to as "Named Users" means the employees, contractors and/or consultants under Your control who You authorized to operate the LiveSafe Services .

2. Your Responsibilities. You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.

3. Your Data. You agree that We may only use data collected, extracted or received through Your use of the Services (“Your Data”) in an anonymized and aggregated manner (without specifically identifying You, Your users or Your location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of the Your Data in Our possession.

DIVIDER

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wallace Welch & Willingham, Inc. 300 1st Ave. So., 5th Floor Saint Petersburg FL 33701	CONTACT NAME: PHONE (A/C. No. Ext): 727-522-7777		FAX (A/C. No.): 727-521-2902
	E-MAIL ADDRESS: certificates@w3ins.com		
INSURED RedVector.com, LLC DBA Vector Solutions (See Named Insureds listed below) 4890 W. Kennedy Blvd Suite 300 Tampa FL 33609	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Great Northern Ins. Co.		20303
	INSURER B: Federal Insurance Company		20281
	INSURER C: ACE American Ins. Co.		22667
	INSURER D: Vigilant Insurance Company		20397
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1973386454

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			36051315	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73606230	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			78188424	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71754615	11/1/2023	11/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional E&O and Cyber Liability			D95676960	11/1/2023	11/1/2024	Per Claim/Agg 5,000,000/5,000,000 Per Claim/Agg 5,000,000/5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insureds: SimplyDigi.com, Inc; Convergence Training LLC; TargetSolutions Learning, LLC; Scenario Learning, LLC; Clearpond Technologies Inc.; NFORMD.NET LLC; Scenario Learning Canada ULC; TargetSolutions, Inc.; Casino Essentials LLC; ICGIP, LLC; CrewSense, LLC; Halligan, Inc.; TSL International Holdings, Inc.; 1168940B.C Ltd.; Medteq Solutions CA Ltd; Livesafe, Inc. Industrysafe, LLC; Industrysafe IP, LLC; DiversityEdu LLC; CPN Holdings, LLC; ETH Midco, LLC; Envisage Technologies, LLC; Guardian Tracking, LLC; CareSafely, Inc; Get Inclusive, Inc.; CTE-PTV Solutions, LLC

Professional E&O Retroactive Date: 10/19/2011

CERTIFICATE HOLDER**CANCELLATION**

James Madison University
 800 S Main Street
 Harrisonburg VA 22807

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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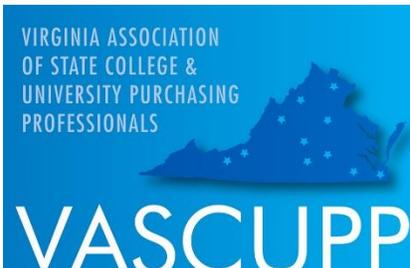


Request for Proposal

RFP# FDC-1198

Online Training Services Provider

March 22, 2024



REQUEST FOR PROPOSAL
RFP# FDC-1198

Issue Date: March 22, 2024
Title: Online Training Services Provider
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 April 25, 2024 for Furnishing the Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries for Information and Clarification Should Be Directed To: Doug Chester, Buyer Senior, Procurement Services, chestefd@jmu.edu; 540-568-4272; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm: _____
By: _____
(Signature in Ink)
Name: _____
(Please Print)
Date: _____ Title: _____
Web Address: _____ Phone: _____
Email: _____ Fax #: _____

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

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

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

REQUEST FOR PROPOSAL

RFP # FDC-1198

TABLE OF CONTENTS

I.	PURPOSE	Page	1
II.	BACKGROUND	Page	1
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION	Page	1
IV.	STATEMENT OF NEEDS	Pages	1-5
V.	PROPOSAL PREPARATION AND SUBMISSION	Pages	5-7
VI.	EVALUATION AND AWARD CRITERIA	Page	8
VII.	GENERAL TERMS AND CONDITIONS	Pages	8-15
VIII.	SPECIAL TERMS AND CONDITIONS	Pages	15-22
IX.	METHOD OF PAYMENT	Page	22
X.	PRICING SCHEDULE	Pages	22-23
XI.	ATTACHMENTS	Page	23
	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. Zone Map		
	E. JMU IT Services Addendum (<i>All Offerors are required to complete</i>)		
	F. Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form (<i>All Offerors are required to complete</i>)		
	G. Sample PAC Agreement		
	H. Higher Education Cloud Assessment Tool (HECVAT 203) - attached as a separate Excel spreadsheet (<i>All Offerors are required to complete</i>) – Attached in eVA		

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract with one or more qualified contractors to provide a hosted system for Prevention of Sexual Violence and Substance Abuse, to include Title IX training for students and employees, as outlined herein 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 four (4) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and approximately 4,000 faculty and staff. There are over 600 individual departments on campus that support seven (7) academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University can be found at the following website: www.jmu.edu.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

The Contractor shall furnish all labor, materials, equipment, supervision, etc. to provide a hosted system for Prevention of Sexual Violence and Substance Abuse, along with discrimination and harassment training for supervisors and members of the campus community, as stated in the Statement of Needs.

The University seeks the services of a contractor to provide an integrated and comprehensive product or suite of products that includes: Web-based or on-line education program on issues of sexual assault, consent, relationship violence, stalking, and bystander intervention in compliance with the Department of Education, Campus SaVE act, and Title IX Federal prevention education requirements and alcohol prevention, alcohol use, underage drinking, binge drinking, and risk reduction to help moderate student drinking and associated behaviors. Compliance and knowledge of Title VII to address all forms of discrimination and harassment should be addressed in the training. The solution should address both student and employee training.

In addition to full capability solutions, the University may consider proposals limited to a robust and fully compliant Title IX solution.

A. Hosted System Features:

1. A web-based, browser agnostic system. Describe how your proposed solution meets this requested feature.

2. A system that is a complete, commercial-off-the-shelf (COTS) secure hosted solution currently available for purchase by Higher Education Institutions. Describe how your proposed solution is a COTS solution.
3. A system that is an integrated and comprehensive product or suite of products for students and employees that includes the following criteria:
 - a. An internet-based educational program addressing sexual assault, consent, relationship violence, stalking, and bystander intervention, aligning with the mandates of the Department of Education, Campus SaVE Act, and Title IX Federal regulations for prevention education. Describe how your proposed solution fulfills this essential criterion.
 - b. An internet-based education program that explores the issues of alcohol prevention, alcohol use, underage drinking, binge drinking, and risk reduction to help moderate student drinking and associated behaviors. Describe how your proposed solution addresses these issues.
 - c. An internet-based education program on issues of discrimination, harassment and retaliation in compliance with the Office of Civil Rights and Title VII and Civil Right Act of 1964. Describe how your proposed solution addresses these issues.
 - d. Describe how your proposed solution addresses pre and post matriculation program data that provides anonymous feedback to help students assess and modify their own consumption habits, and provides administrators data comparison to evaluate the educational program effectiveness.
 - e. Describe how your proposed solution addresses programs or intervention tools available for use as sanctions for university alcohol policy violations, programs for targeted populations (e.g., Greek Life, athletes, parents, etc.), and programs covering issues of use of other drugs, if any.
 - f. Describe how your proposed solution takes into consideration issues regarding gender, sexual orientation and possibly race.
 - g. Specify how your proposed solution integrates with Shibboleth, Okta, or Active Directory for Authentication. Describe use of LDAP(S) for authentication and/or authorization and how this is accomplished in the proposed solution.
 - h. Describe how your proposed solution addresses compliance with the Americans with Disabilities Act (ADA), including but not limited to accessibility for the hearing and visually impaired.
 - i. Explain how your proposed solution addresses compelled viewing so that the user cannot skip ahead, and how it also includes quizzes or surveys to be completed at end of each module and/or end of training.
 - j. This training tool must comply with Title IX of the Education Amendments Act of 1972, the Violence Against Women Reauthorization Act of 2013, Campus Sexual Violence Act of 2013, Regulations under the Violence Against Women Reauthorization Act, and any future changes in the Federal and State law before each training period. Describe how your proposed solution complies with this criterion.

- k. This mandatory training must comply with the Office of Civil Rights and Title VII and Civil Rights act of 1964. Describe how your proposed solution complies with this criterion.
- l. Detail your proposed solution's access to social norming and normed/national data.
- m. Describe your proposed solution's access to additional resources such as students in distress and substance abuse (drugs).
- n. Describe your proposed solution's access to best practices research and advisory support.
- o. Explain how your proposed solution is user friendly and intuitively obvious to novice users.
- p. Describe your proposed solution's "Help Desk" function for users that may experience technical difficulties.
- q. Describe the content updating process of your proposed solution and the capability to be updated every semester, prior to each training period at no additional cost.
- r. Detail your proposed solution's ability to update user information within one week of the University submitting request and information.
- s. Detail your proposed solution's reporting features that have, but are not limited to, names of users, dates and times of completion, number of users, number of times used, and required users who did not complete the training.
- t. Describe your proposed solution's ability for university administrators to have immediate and direct access to tracking information. Also, describe how your proposed solution gives administrators the ability to track training completion and analyze data from responses.
- u. Describe your proposed solution's process of providing data reports based on student responses and normed/national data, providing sample reports, including but not limited to survey availability, pre- and post-quiz or testing results, and names of persons completing courses or modules, etc.
- v. Detail your proposed solution's user feedback forms that are to be required for each user during each training session.
- w. Detail your proposed solutions' ability to respond to user questions within one (1) business day.
- x. Describe your proposed solution's ability to allow users to be able to save sessions (or "pause and return") for later use.
- y. Describe how your firm provides marketing materials for university use on campus and online at no additional cost.
- z. Describe the data, formats, and services that are provided to import data from existing systems into your proposed solution.

- aa. Describe end-of-contract transition support to assure continuity of service and smooth transition between contractors. What data, formats, and services are provided, and does this include user information with date and time of completion?

B. IT/Support and Implementation criteria

1. Detail your proposed solution's IT support capability, which should be 24/7/365.
2. Detail your proposed solution's system reliability, which should be no more than 1% down-time; provide your down-time statistics over the most recent 12-month period.
3. Describe your proposed solution's hosting capabilities and server capacity to accommodate up to 14,000 additional simultaneous users, and describe volume thresholds that may impact your hosting and support capacity.
4. Detail your proposed solution's initial and ongoing training and support as well as ongoing system maintenance and upgrades.
5. Detail scenarios for university staffing and skill sets desired to support a rapid implementation timeline.
6. Describe your proposed solution's data retention policy, which must be maintained and retrievable for ten years after contract ends, pursuant to federal legal requirements.
7. Provide a projected timeline after potential contract award for rapid implementation of the proposed solution, and include a Gantt chart, if possible.
8. Describe your proposed solution's customization options to include James Madison University brand, resources, and policies

C. Approach and Methodology - General

1. Describe how your proposed solution fulfills the RFP requirements for both students and employees.
2. Describe how programs or services would assist the University in achievement of compliance with Department of Education, Campus SaVE act, and Title IX Federal prevention education requirements.
3. Identify all components and functionality of modules currently available through the Offeror's hosted solution, including all products that are available off-site as printed materials or e-version.
4. Provide information on awards, professional recognitions, and metrics that assess performance relevant to your proposed solution, particularly 3rd party independent ratings or data derived from client use of proposed solution.

D. Approach and Methodology – Legislation and Regulation Compliance

1. Describe how the proposed solution complies with current and continuously evolving legislation and regulations.
2. Describe compliance reporting features for your proposed solution.

- E. Options – Current and Future
 - 1. Describe optional modules related to the proposed solution, not already mentioned.
- F. 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. Submit a completed VPAT - Voluntary Product Accessibility Template.

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 six (6) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF (*flash drive*)** of the entire proposal, INCLUDING ALL ATTACHMENTS. **Return HECVAT Attachment 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 and one (1) redacted electronic copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked “*Redacted Copy*” on the front cover.

The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor’s failure to exclude proprietary information from this redacted copy.

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

- 2. The version of the solicitation issued by JMU Procurement Services, as amended by an addendum, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of

the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’ 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	30
2. Qualifications and experience of Offeror in providing the goods/services	20
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	<u>20</u>
	100

- 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. CONTINUITY OF SERVICES:
1. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - c. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 2. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

- G. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
- H. 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.

- I. 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.

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

From:	_____	_____	_____
	Name of Offeror	Due Date	Time
		April 25, 2024 @ 2:00 PM	
	Street or Box No.	RFP #	
		FDC-1198	
	City, State, Zip Code	RFP Title	
		Online Training Services Provider	
	Name of Purchasing Officer: Doug Chester		

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. 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.
- Q. 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.

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

S. 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.

T. 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.**
- U. **SOFTWARE UPGRADES:** The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor, included as part of the annual fee.
- V. **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.
- W. **THIRD PARTY ACQUISITION OF SOFTWARE:** The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.
- X. **TITLE TO SOFTWARE:** By submitting a 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.
- Y. **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.

- Z. **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.

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: Sample PAC Agreement

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

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

- 1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
- 2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years _____ Months _____

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT 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: Online Training Services Provider FDC-1198 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

ATTACHMENT G
AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)

This Agreement, effective the [DAY^{st/nd}] day of [MONTH, YEAR], is by and between James Madison University (the "University"), on behalf of the Virginia Higher Education Procurement Consortium (the "Consortium") (collectively the "University"), and [VENDOR NAME], ("Vendor").

TERM

The term of this Agreement is until [Date]. This end date coincides with the Primary Agreement's end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMXXXX, dated MONTH XX, 20XX (the "Primary Agreement"), and included in the Primary Agreement is a third-party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

- I. Vendor will:
- A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the "PAC Annual Fee"). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
 - B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
 - C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and
- II. The University/Consortium will:
- A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
 - B. Maintain an approved version of Vendor's logo on the Consortium website
- III. Payment:
- A. Payment of PAC Annual Fee will arrive at the University no later than _____ of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.
 - B. In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.
 - C. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Procurement Services
c/o Director of Procurement
James Madison University
752 Ott Street, MSC 5720

IV. Notices:

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt: or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Procurement Services
c/o Director of Procurement
James Madison University
752 Ott Street, MSC 5720
Harrisonburg, VA 22807

If to Vendor:

[Vendor Contact]
[Vendor]
[Address]
Email: [\[Vendor Email\]](#)
Fax: [Fax]

ACCEPTANCE

For James Madison University

For [Vendor]

[Lead Proc]
[Lead Job Title]

[Vendor Contact]
[Vendor Contact Title]

Date

Date

Agreement #: [JMU Contract-Number]-PAC



April 11, 2024

ADDENDUM NO.: One

TO ALL OFFERORS

REFERENCE: Request for Proposal No: RFP# FDC-1198
Dated: March 22, 2024
Commodity: Online Training Services Provider
RFP Closing On: ~~April 25, 2024 at 2:00 p.m.~~
May 2, 2024 @ 2:00 p.m.

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

James Madison University has extended the RFP closing date to May 2, 2024 at 2:00 p.m.

The following questions/criteria are hereby added to the RFP.

IV. Statement of Needs, Section A, subsection 3.

bb. Describe your proposed solution’s ability to offer Clery training for Campus Security Authorities (CSA).

cc. Describe your proposed solution’s ability to present content in Spanish. Also, specify any additional languages in which your proposed solution can be presented.

The following questions are answered below:

Question: Section #3, Page 2, Paragraph a. – How many total students will JMU provide the student Title IX program to?

Answer: The university intends to offer online modules each year for all newly enrolled undergraduate and graduate students shortly before and/or during the first weeks of their first semester of enrollment. JMU enrolls approximately 5,000 new undergraduate first year students, 1,000 new undergraduate transfer students, and 900 new graduate students per year.

JMU would also like to offer refresher/booster modules for undergraduate and graduate students at periodic intervals during the course of their enrollment at the university. Intervals have yet to be determined.

It is difficult to say whether all 21,000+ enrolled students would be taking some form of training in the same year.

Question: Section #3, Page 2, Paragraph a. – Is JMU planning to require 4,000 faculty and staff to complete the Title IX program each contract year?

Answer: JMU plans to continue to require all new employees to complete an online educational module as part of their new employee onboarding/orientation process.

JMU would also like to offer refresher/booster modules for employees at periodic intervals during the course of their employment with the university. Intervals have not been determined yet but could be every other year or every three years. It is difficult to say whether all 4,000 employees would be taking the training each year.

Question: Section #3, Page 2, Paragraph a. – Is JMU planning to provide two student Title IX programs – one to new undergraduate students AND one to new graduate students?

Answer: Yes, and if possible, JMU would like for the undergraduate transfer student module(s) to vary some from the first-year student undergraduate module(s) and the graduate student module(s).

Question: Section #3, Page 2, Paragraph a. – Would JMU consider providing the student Title IX program to returning students if a refresher curriculum is available that uses a different program each year?

Answer: Yes

Question: Section #3, Page 2, Paragraph a. – Does JMU place or remove holds for students that do not complete the Title IX education requirement within the designated timeframe?

Answer: The university has used the possibility of holds for students who do not complete their training within a designated timeframe. However, JMU does not believe it has had to place any holds for this reason.

Question: V. Proposal Preparation and Submission, A.1.A., pg 9. Does the University prefer bound or unbound proposal copies? If bound, is there a particular binding that is most advantageous (i.e. binder, comb binding, paper clip)?

Answer: There is no preferred binding method, however, unbound or paperclipped copies can come apart in transit and make it difficult to properly reconstruct the proposal set.

Question: Evaluation and Award Criteria, A.4 pg 12. If vendors are not SWaM certified and do not utilize subcontractors to complete any work as described in this RFP, would the vendor automatically lose 10 points from the final available score?

Answer: Yes

Question: Attachment B., pg 30: If a vendor does not use subcontractors, should the required sheet be marked as Not Applicable?

Answer: Yes

Additional questions will be answered in a subsequent addendum.

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

Sincerely,
Doug Chester
Buyer Senior
Phone: 540-568-4272

April 25, 2024

ADDENDUM NO.: Two

TO ALL OFFERORS

REFERENCE: Request for Proposal No: RFP# FDC-1198
Dated: March 22, 2024
Commodity: Online Training Services Provider
RFP Closing On: ~~April 25, 2024 at 2:00 p.m.~~
May 2, 2024 @ 2:00 p.m.

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

The following questions are answered below:

Question: Contractor is offering a limited, non-exclusive, non-transferrable license to its products and services to JMU for JMU's use for its own internal business purposes for the term of the Agreement. Is this scope of license acceptable?

Answer: Yes.

Question: I am seeking clarification of the content on page 2, section 3, items a - c. Does JMU already have training content or is the vendor designing courses of instruction for each of the stated courses?

Answer: JMU expects the vendor to design the course and instruction and JMU will evaluate the quality of the product offered and the degree to which the vendor meets the required learning outcomes.

Question: IV. Statement of Needs, A.3.Q, pg 7. What is the University's preferred method of receiving course updates from a vendor?

Answer: JMU expects advance notice of all updates that should include a detailed description and a recommended date/time when the updates would go live. The amount of advance notice can be negotiated. This response assumes the updates could be made live by the vendor without JMU interaction and at a time that will be least disruptive to users. JMU is willing to partner with the vendor to ensure the most appropriate timing.

Question: IV. Statement of Needs, A.3.Y, pg 7. What kind of marketing materials would be most beneficial to the University? What format is preferred for marketing materials? Are there materials that the University has or uses now that could be provided as a sample or guide for vendors to review?

Answer: JMU requires a list of attributes of the proposed training, learning outcomes, approximate completion time for the average learner. JMU will use this information to create its own marketing materials. The vendor should consider including suggested marketing materials that may enhance compliance by students and employees.

Question: IV. Statement of Needs, B.5, pg 8. What is the estimated time that the University would like new training implemented and ready for release to learners?

Answer: August 1, 2024 in advance of Fall semester.

Question: IV. Statement of Needs, A.3.Z, pg 7. What kind of data will need to be imported from other systems? What is the existing system in use? What format is current data in that will need to be imported?

Answer: JMU will provide learners' names and a unique identification number for each person. Currently Excel spreadsheets are used to communicate to vendors who upload the information into their systems. This is what is being imported now:

- **Unique ID (Must match value passed in the SSO SAML assertion)**
- **First name**
- **Last name**
- **Email**
- **User Type (Student or Employee)**
- **Student/Employee ID**

Question: IV. Statement of Needs, B.5, pg 8. Is the University seeking any in-person training to facilitate a faster implementation timeline?

JMU is not seeking any in-person training of student and employee learners for the course objectives covered in the online learning.

Question: IV. Statement of Needs, C.3, pg 8. What kind of printed materials is the University utilizing now that would be beneficial for a vendor to offer?

Answer: Currently, JMU Is not using any printed materials. All information about the training will be transmitted electronically via email and/ or websites.

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

Sincerely,
Doug Chester
Buyer Senior
Phone: 540-568-4272

April 29, 2024

ADDENDUM NO.: Three

TO ALL OFFERORS

REFERENCE: Request for Proposal No: RFP# FDC-1198
Dated: March 22, 2024
Commodity: Online Training Services Provider
RFP Closing On: ~~May 2, 2024 at 2:00 p.m.~~
May 9, 2024 @ 2:00 p.m.

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

James Madison University has extended the RFP closing date to May 9, 2024 at 2:00 p.m.

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

Sincerely,
Doug Chester
Buyer Senior
Phone: 540-568-4272