



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU4674

This contract entered into this 2nd day of August 2016, by Digital Architecture, Inc. 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:

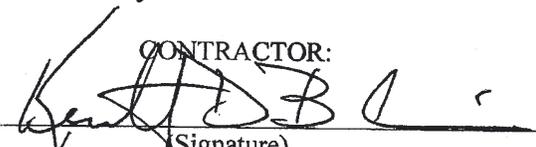
SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From August 2, 2016 through August 1, 2017 with nine (9) one-year renewal options.

The contract documents shall consist of:

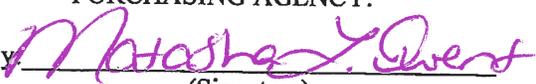
- (1) This signed form;
- (2) The following portions of the Request for Proposal # MLO-888 dated February 2, 2016:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions,
 - (d) Digarc Software License & Hosting Agreement,
 - (e) Digarc Professional Services Agreement,
 - (f) The Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form dated May 12, 2016, which shall govern in case of conflict;
- (3) The Contractor's Proposal dated February 26, 2016 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary dated June 1, 2016.

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

CONTRACTOR:
By: 
(Signature)
Kenneth D. Blais
(Printed Name)

Title: President

8/3/2016

PURCHASING AGENCY:
By: 
(Signature)
MATASHA OWENS
(Printed Name)

Title: Buyer Senior



RFP # MLO-888, Curriculum and Catalog Management System
Negotiation Summary for Digital Architecture, Inc.

June 1, 2016

1. Contractor rescinds confidentiality for the entire proposal with the exception of the following Statement of Needs sections:
 - a. A. Application Functionality: Pages 6 – 12
 - b. B. Application Technology: Pages 13 – 17
 - c. C. Reporting: Pages 18 – 21
2. Contractor's pricing schedule for the Purchasing Agency is as follows:
 - a. Curriculog:
 - i. Licensing: \$83,930.00
 - ii. Professional Services: \$18,600.00
(See Professional Services Agreement)
 - iii. Annual Cost for Hosting, Support, and Upgrades: \$19,304.00
 - b. Acalog:
 - i. Licensing: \$62,948.00
($\$83,930.00 - 25\%$ discount for combined purchase)
 - ii. Professional Services: \$23,700.00
(See Professional Services Agreement)
 - iii. Annual Cost for Hosting, Support, and Upgrades: \$19,304.00
 - c. 1.9% discount for Net 10 payment totaling \$4,328.00
 - d. Total Cost for Year 1 for Curriculog and Acalog: \$223,458.00
3. The following hereby replaces Section VIII, F. *Renewal of Contract* listed on page 18 of the Requested for Proposal.

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

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



**RFP # MLO-888, Curriculum and Catalog Management System
Negotiation Summary for Digital Architecture, Inc.**

June 1, 2016

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 CPI-U (All items, not seasonally adjusted) section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

4. Contractor's proposal dated February 26, 2016 is hereby amended as follows:
 - a. The annual hosting, support, and upgrades anniversary date shall be the date of the official project start meeting with James Madison University. This date shall be mutually agreed upon by the Contractor and the University.
 - b. Upon termination of this contract, the Contractor shall promptly return the Purchasing Agency's data at no additional cost.
 - c. Should travel be required during the term of this contract, the following shall apply:
 - i. All travel expenses shall be in accordance with the U.S. General Services Administration (GSA) allowance for lodging, meals, and incidentals.
<http://www.gsa.gov/portal/content/104877>
<http://www.gsa.gov/portal/content/101518>
 - ii. Billable hours shall be for actual work hours on authorized projects/tasks rounded to the half hour. Billable hours shall not include travel time.

5. PRJ Consulting Inc. has been approved by the Purchasing Agency to act as a subcontractor to perform services on behalf of the Contractor as mutually agreed upon. The Contractor shall remain fully liable and responsible for the work to be done by PRJ Consulting and shall assure compliance with all requirements of the contract. The Contractor shall not subcontract any work without prior written consent of the Purchasing Agency.

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



Software License & Hosting Agreement



PREPARED FOR :

James Madison University

A collage of various images in shades of green, blue, and yellow, including a gear, a laptop, a person's head, a keyboard, a person's hands, a person's face, and a person's hands typing on a keyboard.

Wes Miller
Account Executive, Digarc
wmiller@digarc.com
863-709-9012 x115
www.digarc.com

UPDATED: 7.1.15

This Software License & Hosting Agreement ("Agreement") is entered into between Digital Architecture, Inc., DBA DIGARC ("Digarc") a Delaware corporation with its principal place of business at Lakeland, Florida, and the James Madison University, ("Institution"), and will be effective as of the date signed by the Institutional Representative below ("Effective Date").

SECTION 1 DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings indicated below:

1.1 The "Service" covered under this Software License & Hosting Agreement means, collectively, the services offered by Digarc via the Curriculog/Acalog Curriculum Development and Publishing System. Acalog is an Academic Catalog Management System (ACMS). Curriculog is an integrated but separate Curriculum Management System. The term "Service" shall be deemed to include the Acalog Publisher and/or e-catalog Gateway, and also the Curriculog Website, but shall not include software made available to users from Third Parties through or in connection with the Publisher, Gateway or Curriculog Website. Ownership and rights to Source Code are retained by Digarc and are not transferred pursuant to this Agreement.

1.2 "Documentation" means user guides, manuals, and materials developed for use with the Services.

1.3 "Intellectual Property Rights." The legal rights or interests evidenced by or embodied in (1) any idea, design, concept, technique, invention, discovery, or improvement, regardless of patent-ability, but including patents, patent applications, trade secrets, and know-how; (2) any work of authorship, regardless of copyright-ability, but including copyrights and any moral rights recognized by law; and (3) any other similar rights, all on a worldwide basis.

1.4 "Institution", "Client", "User", or "Users" refers to the entity named above, but does not include any other entity which is or at any time becomes a subsidiary, parent, related but separate campus, or related entity of Institution. In addition, "User" or "Users" shall also refer to any faculty member, staff member, student or prospective student who uses the

Service pursuant to this Agreement. Except for guest-user access (non-authenticated), if enabled, Curriculog is not otherwise licensed for use by students.

1.5 "Institution's Representative" or "Rep" shall be an individual or any member of the Institution's staff or department which shall use or maintain the Service under this Agreement.

1.6 "Acceptable Use Policies" means the restrictions on the use of the Service and for the use of the Publisher and/or e-catalog Gateway generally, as defined in sections 3.4.2 through 3.5.4.

1.7 "Third Party" means any party other than DIGARC and the Institution.

1.8 "Publisher", "Gateway", and/or Curriculog Website means the administrative and e-catalog Websites(s) through which Digarc delivers or provides access to the Service.

1.9 "Software" refers to all proprietary or software and/or base code that is used to provide the Service.

SECTION 2 GENERAL DESCRIPTION OF THE SERVICE

2.1 Digarc is a higher education solutions provider that hosts, implements, integrates, and supports an Internet-based Service that provides academic institutions with the ability to electronically manage a curriculum approval process, and to manage and publish academic catalogs. The Service is comprised of three separate Web-based applications. The Curriculog Website is a Web interface supporting a secure, password-protected and robust curriculum management environment. It is integrated with the Acalog Publisher, which is the administrative portion of the publishing system. The Acalog Gateway is a public e-catalog portal generated from the Publisher, and integrated with the Institution's website. Digarc provides the Service for a negotiated service fee (for hosting, support, and upgrades to the core products) that is distinct from the software license, as set forth in the Payment Schedule attached to this Agreement. Digarc warrants that the Service as demonstrated to the client and described herein will be free of defects, and such defects observed by the client will be repaired or modified by Digarc at its own cost.

SECTION 3

LICENSE & OWNERSHIP RIGHTS

3.1 Grant of License. Subject to the terms of this Agreement (including payment of applicable fees), Digarc: (a) grants to Institution a limited, non-transferable, non-exclusive, perpetual license to Curriculog; and also a limited, non-transferable, non-exclusive, perpetual license to Acalog for display of up to two concurrent publication types (with unlimited archived versions); and to access and use the Service through the Curriculog Website, the Acalog Publisher, and one (1) e-catalog Gateway, solely to support Institution's normal course of business; provided, that, Institution may not (i) use the Service in a resale capacity, or (ii) process and/or analyze Third Party data in a commercial service bureau, timesharing, outsourcing, application service provider, or similar environment; and (b) that Digarc retains all right, title, and interest in and to the Service, and in any hardware, Software Application(s), content, and other technology, data, information and materials (as applicable) supplied or otherwise made accessible by Digarc in connection with the Service.

3.2 Restrictions. Institution will not, and will not permit a Third Party to (a) alter, modify, adapt, or create any derivative works of any part of the Service, including any Software Applications or any copyright, trademark, or other proprietary rights notices of any party; (b) copy, or permit a Third Party to copy any part of the Service or any of the Software Application(s), except to the minimum extent permitted by applicable United States Copyright laws; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from any part of the Service including any Software Application(s); or (d) license, sell, transfer, lease, or disclose the Service including any Software Application(s). Digarc hereby reserves to itself and its licensors all rights not expressly granted to Institution herein. Institution shall have no rights in or to any part of the Service except as provided in this Agreement.

3.3 Permitted Uses. Institution may permit its staff, faculty, researchers, students, and prospective students to use the Service for academic and educational purposes only. The Service may not be used for any profit-making purpose, such as, for example, the development of commercial program

applications, including applications developed for Institution's own, internal use, such as administrative applications for the Institution.

3.4 Institution Responsibilities.

3.4.1 Compliance with Acceptable Use Policies for the Service. Institution will comply with the Acceptable use Policies of the Service (as defined in Section 3.4.2 through 3.5.4 of this Agreement), and will require its employees, agents and contractors authorized to access the Service to do so. Digarc may modify, revise and update the Acceptable Use Policies at any time and any such changes shall be effective upon written acceptance by the Institution. Digarc may also create a separate Acceptable Use Policies Agreement at a future date and this will likewise be in force and effective upon written acceptance by the Institution. Institution bears responsibility for all damages, costs and expenses (including reasonable attorneys' fees) arising from or related to their breach of the Acceptable Use Policies.

3.4.2. Security of Passwords. As a registered user, Institution shall receive or establish one or more passwords and accounts. Maintaining the confidentiality and security of the passwords and accounts is solely the Institution's responsibility. Institution shall not divulge its password or account information to any Third Party. Institution is entirely responsible for all activities that occur on or through its account(s), and Institution agrees to notify DIGARC immediately about any unauthorized use of accounts or any breach of security of which Institution becomes aware. Institution agrees that Digarc and its affiliates shall not be responsible for any losses incurred in connection with any misuse of or failure to secure passwords, nor shall Digarc have any responsibility whatsoever for Institution's failure to comply with this Section.

3.4.3. Digarc's Security. Institution agrees that it is prohibited from violating or attempting to violate the security of the Service, including, without limitation: (a) accessing data or materials not intended for Institution or logging into a server or account which Institution is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host, or network,

including, without limitation, via means of submitting a virus to the Service or any part of the Service, or causing the overloading, “flooding”, “mail bombing” or “crashing” of any part of the Service, or (d) sending unsolicited e-mail or “spam”, including promotions and/or advertising of products or services, (e) forging any TCP/IP packet header or any part of the header information in any e-mail or other posting; or (f) attempting to circumvent or alter the methods or processes Digarc uses to measure time, bandwidth utilization, or other methods to account for or document “use” of the Service. Violations of system or network security may result in civil or criminal liability, and temporary or permanent suspension of Services and login privileges. Digarc reserves the right to investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

3.5 Institution Information. With respect to any information, including but not limited to academic catalog content, files, images, or other materials, Institution provides to Digarc or other users while using the Service by posting the information, or transmitting or otherwise delivering the information to the Service via the Publisher, or by email, conventional, or any other means (“Information”), the parties agree to the following

3.5.1 Use of Information. All Information posted or obtained using the Service is the sole property of the Institution. While the Institution is solely responsible for its Information, Digarc in providing the Service is involved with Institution’s transaction and may through the Service gather and store user Information, such as anonymous Web-browser tracking based on server logs, or user accounts associated with personalization features of the Service, on behalf of the Institution. Use of the Information by Digarc is subject to Digarc’s privacy policy then in effect, and attached herein Schedule D.

3.5.2 Compliance with Laws. Institution may use the Service only for lawful purposes. Institution represents, warrants and agrees that its Information (a) does not and will not infringe any Third Party Intellectual Property Rights, or rights of publicity or privacy; (b) does not and will not violate or cause Digarc to violate any law, statute, ordinance,

or regulation (including, without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); and (c) is not and will not be defamatory, trade libelous, obscene, unlawfully threatening, or unlawfully harassing.

3.5.3 Infringing Materials. Institution agrees not to use the Service to infringe on the Intellectual Property Rights of others, including without limitation to make copies, upload, download, or distribute intellectual property of any party without permission of the owner or in violation of law. Without limiting the foregoing, Institution may not, and by using the Service agrees not to, use the Service to: (i) transmit Information that is copyrighted, unless Institution is the copyright owner or has obtained the permission of the copyright owner to transmit it; (ii) transmit Information that reveals trade secrets, unless Institution owns them or has the permission of the owner to so transmit them; or (iii) transmit Information that infringes on any Intellectual Property Rights of others or violates the privacy or rights of publicity of others. Accordingly, Institution agrees that Digarc is neither responsible nor liable to Institution or any Third Party for any Information Institution posts, copies or modifies by Institution’s use of the Service, regardless of the purpose of such posting. In addition, Digarc reserves the right, upon written notice to Institution, to remove or disable access to any Information that actually or allegedly violates any law or regulation or actually or allegedly infringes on Third Party copyright or other Intellectual Property Rights. Digarc shall in no event be liable for the good faith removal of or disabling of access to any such Information under this Section. It is the policy of Digarc to suspend or terminate the access and other rights of any party who repeatedly violates this provision. If Institution believes that its Information has been copied in a way that constitutes copyright infringement, please send an e-mail to your designated Digarc representative for notices of infringement.

3.5.4 No Viruses or Disabling Codes. Institution agrees that, without limiting the scope of any other term of this Agreement, it shall not knowingly transmit via its account or the Service any material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer

programming routines or engines that can reasonably be expected to damage, destroy, disrupt or otherwise impair a computer's functionality or the operation of Digarc's (or anyone else's) Services, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information, or transmit any materials that otherwise violate Digarc's rules or policies.

3.5.5 Limited Content Display License. In order to enable Digarc to provide the Acalog e-catalog Gateway Service without violating any rights Institution has in its Information, Institution hereby grants Digarc a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, right and license to copy, display, distribute, transmit, and otherwise use the Information for performance of the Acalog e-catalog Gateway Services described herein only.

3.5.6 Acalog Web Services Application Programming Interface ("Acalog API" or "API"). Access to and provision of the API is subject to the API Rules and Conditions as set forth in Schedule E of this Agreement. Digarc may, at its sole discretion, temporarily or permanently disable access to the API for failure to adhere to the API Rules and Conditions.

SECTION 4 WARRANTIES

4.1 Warranties. Digarc makes no warranties with regard to the Service beyond what is expressly stated in this document and the attached and incorporated Schedules.

4.2 No Infringement. The Services will not infringe the rights of any third party. Notwithstanding the foregoing, Digarc shall not have any liability to Institution under this section if the infringement or claim is based upon (i) the use of the Services in combination with other equipment or software which is not furnished by Digarc, or (ii) the Services after they have been modified or altered by Institution or other User. No cost or expenses shall be incurred for the account of Digarc without the prior written consent of Digarc.

SECTION 5 LIABILITY LIMITATION

5.1 Intentionally Removed

5.2 Indemnification. Digarc will indemnify, hold harmless and defend Institution, its officers, directors, employees, parent companies, subsidiaries and agents from and against any and all claims, damages, costs and expenses, including attorney's fees and litigation costs arising from Digarc's breach of any obligations or duties relating to this Agreement and from any claim by a third party that any of Digarc's services or deliverables infringe the intellectual property rights of another. This indemnification obligation shall survive the termination of this Agreement.

5.3 Force Majeure. Neither party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such cases may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes, hurricanes, named or numbered tropical weather systems, or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

SECTION 6 SECURITY & ACCESS TO THE SERVICE

6.1 Digarc shall use commercially reasonable efforts to keep Client's information secure, and the Service available on a 24-hour-a day, 7-day-a-week basis, subject to scheduled downtime for maintenance purposes, unscheduled maintenance, and system outages. The parties acknowledge that, since the Internet is neither owned nor controlled by any particular entity, Digarc can make no guarantee that any given User will be able to access the Service at any given time. There are also no assurances that access and Service will be available at all times or be uninterrupted, and Digarc shall not be liable to the Institution for failure of accessibility to the Service, due to failures of the Internet or for other causes beyond Digarc's reasonable control. Please see Schedule A of this Agreement for service level guarantees provided by Digarc.

SECTION 7 TERM OF SERVICE

7.1 Agreement Term. This Agreement commences as of the Effective Date as indicated above. Client agrees to be subject to this Agreement (including payment of applicable fees) for the initial term ("Initial Term") indicated in the Payment Schedule. Upon mutual agreement of Digarc and the Client, the agreement may be renewed for nine (9) successive one year periods under the original terms and conditions.

7.2. Termination. Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches any obligation and fails to cure such breach within thirty (30) days after receiving notice; provided, however, that, (a) for any noncompliance with this Agreement, or Acceptable Use Policies, Digarc may terminate this Agreement in a shorter period of time if such termination is necessary for Digarc to avoid liability or to prevent a service interruption from the Internet Service Provider(s) that provide Internet access or related services to Digarc or (b) for Client's failure to timely pay fees due, Digarc may immediately terminate this Agreement. Subject to the prior sentence, Digarc will cooperate with Client to achieve an alternative to avoid early termination for breach. Notwithstanding anything to the contrary in this Agreement, either party shall have the right to immediately terminate this Agreement in the event the other party: (a) terminates or suspends its business; (b) becomes subject to any bankruptcy or insolvency proceeding under United States Federal or state statute that is not cured within sixty (60) days; (c) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority; or (d) has wound up liquidated, voluntarily or otherwise ceased to conduct its business in the normal course.

7.3 Upon Termination. Upon termination or expiration of this Agreement, Client shall immediately pay all amounts due to Digarc as of the date of termination or expiration (and all unpaid charges will be deemed to immediately become due), and immediately cease all use of the Service. Within ten (10) days after termination, Client shall return to Digarc all tangible portions of the Service and all Confidential Information in its possession or control.

Termination or expiration of this Agreement does not affect any past or future sums due to Digarc or any legal or equitable remedies available to Digarc. Further, except as otherwise expressly provided herein, all of the Client's rights under this Agreement will end upon the termination or expiration of this Agreement. Any and all provisions, promises and warranties contained herein which by their nature or effect are required or intended to be observed, kept or performed after termination of this Agreement, will survive the termination or expiration of this Agreement and remain binding upon and for the benefit of the parties hereto.

SECTION 8 MISCELLANEOUS

8.1 Publicity. The parties shall have the right to disclose that they have entered into this license agreement and that the Institution provides the Service to its researchers, staff, and students.

8.2 Injunctive Relief. Because unauthorized use or transfer of the Software or User Documentation, or any information contained therein, may diminish substantially the value of such materials and may irrevocably harm Digarc, if User breaches the provisions of this Agreement, Digarc shall (without limiting its other rights or remedies) be entitled to equitable relief (including but not limited to injunctive relief) to protect its interests.

8.3 All notices shall be in English and in writing and personally delivered or sent by U.S. mail to the other party at its address set forth in the signature blocks, below. The date of personal delivery or the date of mailing, as the case may be, shall be deemed to be the date on which such notice is given.

8.4 All rights and remedies of either party shall be cumulative and may be exercised singularly or concurrently. The failure of either party, in any one or more instances, to enforce any of the terms of this Agreement shall not be construed as a waiver of future enforcement of that or any other term.

8.5 If any provision of this Agreement shall for any reason be held illegal or unenforceable, such provision shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect or impair the validity or enforceability of the remaining provisions of this Agreement. Digarc shall

not be liable for failure to fulfill any of its obligations under this Agreement due to causes beyond its control.

8.6 Disputes. Any dispute relating to the terms, interpretation or performance of this Agreement (other than claims for preliminary injunctive relief or other pre-judgment remedies) shall be resolved at the request of either party through mediation with a mutually agreed upon mediator with each party bearing its own costs.

8.7 Governing Law; Jurisdiction. This Agreement shall be governed and interpreted in accordance with the substantive law of the Commonwealth of Virginia.

8.8 Non-Discrimination. Digarc shall not discriminate and shall comply with applicable laws and Institution policies prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability or veteran status.

8.9 Intentionally Removed

8.10 Independent Contractor. Digarc, its employees and subcontractors, if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the Institution, and for whom no retirement benefits, social security benefits,

group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to Institution's employees will accrue. Digarc will be responsible for compliance with all applicable laws, rules and regulations involving, but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.

8.11 Discontinuity of Operations. Should Digarc discontinue support of the Acalog hosting Service for any reason, the company will ensure a transition period for the customer, during which we will create a flat-file HTML version of the e-catalog Gateway (that does not require the Acalog software or database in order to function), which may be installed on the customer's own web servers to ensure that all current and archived catalogs remain available. With regard to Curriculog, they customer may, at any time, create archives of proposals either via the reporting tool (CSV format available) or by printing approved proposals to PDF for local network storage.

Schedule A

SERVICE LEVEL SPECIFICATIONS

The Service is accessible via a hosted website(s) maintained by Digarc.

Hosted Application Services — Service Level Specifications	
Service	Provision
Network Services	
Uptime	99.99 %
Data Transfer	10 GB / month (each additional 10GB @ \$100 / month)
Disk Space	10 GB (each additional GB @ \$10 / month)
Monitoring	24-hour ICMP monitoring
Software	
Acalog	Gateway (e-catalog portal)
	Publisher (secure administrative website)
Curriculog	Curriculog Website
Web Statistics (Acalog Gateway)	Google Analytics or similar tag-based system supported.
System Upgrades	Automatic to core product.
Security and Backup	
Firewall	Managed by Digarc.
Backup	Full backup every night, moved off-site to optical media each week.
Required SSL/TLS Certificate (for Acalog Publisher and Curriculog Security)	Free use of a "wildcard" certificate paid for and maintained by Digarc (name.acalogadmin.com; name.curriculog.com)
Support Services	
Standard Support Services	E-mail (with emergency phone escalation)
Other Support	Per phone event (@ \$30 /quarter hour [15 min.])

Our commercial hosting provider guarantees 100% uptime of Internet connectivity to their redundant backbone and for hardware services. While we do not expect problems, we stand behind our service by promising to refund 50% of your monthly hosting fee for a network service outage for your Gateway that causes our system to be unreachable for a time period that exceeds 30 continuous minutes. After an additional 30 minutes in the same month, we will refund another 50%, for a total of 100% of your monthly fee. (Refund not to exceed one-month credit. Clients must provide notice of perceived outage within 24 hours to obtain refund. Digarc must be able to demonstrate outage was a result of problems within its hosted environment in order for refund to apply. Outages associated with a customer's local network, or elsewhere on the Internet are beyond our control, and do not qualify for a refund of service fees.)

System maintenance is for the purpose of upgrading and improving our software, as well as installing operating system security patches and other updates. We work to schedule any maintenance that may require an application to be offline (such as database changes) during evening hours, typically from 9:00 to 11:59 PM Eastern, and we work to limit these maintenance windows to no more than two per month. In the event we must schedule a maintenance window during the business day, we

work to keep the window to no more than one hour. Your administrative contact will be notified in advance of scheduled maintenance.

Schedule B

SUPPORT

Getting Started

Our technical team will set up your Gateway and Publisher, and Curriculog websites as part of the initial installation.

The Publisher website includes detailed HELP screens to provide comprehensive support for learning how to manage your catalog(s) using the Aalog ACMS. Training will be provided as specified in the Professional Services Agreement.

Ongoing and Emergency Support

The Aalog and Curriculog hosting, support and upgrade program includes unlimited email support. Emergency phone escalation support is available and you will be provided with an emergency support telephone contact number. During the first 30 days after your Aalog and/or Curriculog systems are activated, you will have unlimited free phone support. After 30 days, emergency phone escalation support is limited to no more than one call per week with a total continuous time of 30 minutes.

Additional phone support, or phone support beyond the emergency phone escalation support, will be billed at \$30 per quarter hour, with the start of each new quarter hour constituting a full quarter hour.

The telephone number for you to call for support is: 863-709-9012 ext. 202.

Additional Support & Professional Services

Many institutions are interested in Professional Services to maximize their catalog functionality and content. After an initial consultation to determine your school's specific needs, we can provide proposals to offer additional support.

Professional Services

Service	Rate
Consulting:	\$150/hour
Training:	\$150/hour (plus materials, travel, etc.)
HTML/CSS:	\$75/hour
Custom Programming:	\$125/hour
Phone Support:	\$30/.25 hour

Schedule C

PAYMENT SCHEDULE

Software License & Hosting		
Based on FTE* of 20,079:		
Curriculog License		\$83,930.00
Curriculog Yearly Hosting, Support & Upgrades		\$19,304.00
Curriculog Software License & Hosting Total		\$103,234.00
Acalog License		\$83,930.00
Less: 25% Discount for Combined Purchase		(\$20,983.00)
Net Acalog Software License Total		\$62,948.00
Acalog Yearly Hosting, Support & Upgrades		\$19,304.00
Acalog Software License & Hosting Total		\$82,252.00
Combined Software License & Hosting		\$185,486.00
Professional Services		
Curriculog Consulting & Training		\$18,600.00
Acalog Catalog Transition		\$23,700.00
Combined Professional Services (See Separate Agreement)		\$42,300.00
Contract Total		
Contract Total		\$227,786.00

*FTE equals 12-month averaged full-time equivalent enrollment based on IPEDS reporting.

James Madison University Payment Schedule

Software License & Hosting Agreement

Term - The initial term of this agreement is for one (1) year, commencing on the date the contract is signed by the Institutional representative. Upon mutual agreement of Digarc and the Client, the agreement may be renewed for nine (9) successive one year periods under the original terms and conditions.

First Invoice – Payable upon contract execution.

\$146,878.00	Combined License fees
\$38,608.00	Combined Hosting and Support
\$42,300.00	Combined Professional Services

\$227,786.00	Subtotal
- \$4,328	Net 10 payment discount
\$223,458.00	Total

+ PO number, if required by Institution, to be provided within 3 business days of contract execution.
 Unless otherwise negotiated, payment is due upon receipt of invoice.

Subsequent Years - Due on or before the anniversary date.**

\$38,608.00*	Hosting and Support
\$38,608.00	Total

*Hosting fees are subject to modification on renewal based on 1) an increase in the institution's FTE count, and 2) an increase in the consumer price index as published by the U.S. Bureau of Labor Standards (<http://www.bls.gov/cpi/>) for CPI-U (All Items, not seasonally adjusted) for the 12-month period prior to the renewal date.

** The annual hosting, support, and upgrades anniversary date shall be the date of the official project start meeting with James Madison University.

Schedule D

PRIVACY POLICY

We Take Our Customers' Privacy Seriously

This Privacy Statement describes the information gathered, used and disclosed by Digital Architecture, Inc., DBA DIGARC ("Digarc") on behalf of educational institutions ("Institution") that use the Acalog e-catalog Gateway portal ("Website") hosted on our servers to display online academic catalogs.

Digarc has Institution-specific contracts that prohibit Digarc from obtaining or sharing any personal information that may be gathered by or on behalf of our Institutional customers. However, Digarc does not restrict or control the use of such information by the Institution(s). Please reference the privacy statement published by the Institution(s) for information regarding that Institution's policies in regard to personal information.

Digarc is dedicated to ensuring the integrity of its personal information management so its customers or end users do not unknowingly break the law. Digarc may handle personal information of our Institutional customers' Website visitors and, before providing such information, must know who each client is, have proof of that client's identity, know how to contact that client, and occasionally verify how the client is using the Acalog ACMS.

Why We Collect Information

As a provider of outsourced academic e-catalog and other Internet-based technologies, Digarc electronically supports the collection and maintenance of limited personal information required by educational institutions from those who make use of certain e-catalog personalization features.

How We Collect Information

Each Institution controls whether to enable e-catalog personalization features. The Institution(s) may choose to permit e-catalog users to create a basic login account in order to save personalized e-catalog content. The information provided during registration, such as name, e-mail address, and institution affiliation, are used solely to support the ability for the user to store personalized content. The Acalog administrative workflow where personalization features may be enabled includes the following statement: "Note: The use of encryption (secure sockets layer, or SSL/TLS) for the Acalog ACMS Gateway is not required in order to enable the following options. As interpreted by the American Association of Collegiate Registrations and Admissions Officers (AACRAO), name or email information are 'not generally considered harmful or an invasion of privacy if disclosed' under the Family Educational Rights and Privacy Act (FERPA). You should, however, consult your institutional FERPA policy before enabling these options."

When personalization features are enabled, Digarc stores this information on its servers and makes the information available solely to our customer Institution(s). If the user creates a password, it is hashed prior to storage in the database.

Digarc gathers personal information primarily through "opt-in" forms. We use "cookie" technology to enable certain functionality within Digarc Internet software products. (Cookies are packets of information sent by a web server to a browser, stored temporarily by that browser, and then sent back to the server to enhance the experience for an end user.) Digarc cookies are used only for authentication and session state information. When a user's browser is closed, the cookie information is deleted.

Digarc does not use cookies to track or gather personal information about end users.

Tracking and Web Log Analysis

Digarc maintains standard web log of browser connections and information requests. This information is maintained for security reasons in log files that are rotated on a regular basis. Only general browser agent information is maintained; no personal information is tracked. The web logs can be made available to Institutional customers on request, or to law enforcement with prior written permission from the Institutional customer, or lawful subpoena.

At the request of an Institutional customer, Digarc may apply page-based analytics code provided by the customer to support general browser tracking systems, such as Google Analytics (<http://www.google.com/analytics/>) or Yahoo Analytics (<http://web.analytics.yahoo.com/>).

Sharing Information

Digarc does not share, sell, or rent any information gathered on behalf of our Institutional customers. Digarc does recognize that each Institution has a right to own and manage any personal user information collected or provided, and Digarc does not assume responsibility for the privacy practices of its Institutional customers.

Opt-In

Digarc provides "opt-in" opportunities via its Acalog ACMS product to permit prospective students to request admissions assistance. We use an e-mail address to confirm registration and the validity of e-mail addresses.

Opt-Out

Where applicable, Digarc provides end users with the opportunity to "opt-out" of receiving unsolicited communication from our Institutional customers.

E-mail Communication

E-mail addresses are required in order to authenticate end users who wish to obtain personalization features. We do not rent out or sell e-mail addresses to third parties for unsolicited e-mail communications. We do not make use of e-mail addresses saved by the system to send unsolicited e-mail.

Security

The Digarc Website has security measures that protect the loss, misuse and alteration of information under our control.

The Acalog ACMS requires a username and password combination to utilize secure system features. In addition, Digarc recommends to our clients that they employ secure sockets layer (SSL/TLS) technology where appropriate.

The Acalog ACMS has been designed to allow users to view only the information that they have been permitted to view according to our institutional partners' needs. Student users, for example, may only view information for their own portfolio of program and course information.

Digarc constantly monitors systems for unauthorized use. Tools employed to reduce attack vectors include firewalls, periodic administrator password rotations, use of non-standard ports for administrative access, monitoring and banning IPs with too many failed password attempts, continuous review and implementation of third-party security updates, and log file analyses.

Institutional customers only have access to their own demographic information based on use of a tracking system as described above. Institutional customers are responsible for and in control of any user information they choose to gather through the Acalog ACMS.

All Digarc employees are bound by agreements requiring them to maintain the confidentiality of any information they become privy to.

Contacting Digarc about this Privacy Policy

Upon request, an individual shall be informed of the existence, use, and disclosure of his or her personal information and shall be given access to that information. An individual shall be able to challenge the accuracy and completeness of the information and have it amended as appropriate.

If you have any questions about this Privacy Policy, the practices of Digarc, or this Website, you can contact:

info@digarc.com
Digarc
PO Box 7791
Lakeland, Florida 33807

Schedule E

API RULES AND CONDITIONS

This Schedule sets forth the terms on which Digarc makes the Acalog API (as defined below) available for use by approved licensees of the Acalog ACMS. Access to and use of the Acalog API requires that a duly authorized representative of the Institution to agree to be bound by the following API Rules and Conditions.

Acalog API

The Acalog API provides the Institution with the ability to search and retrieve structured (XML formatted) public and private academic catalog content from the Acalog ACMS in order to build external services ("Applications") that rely on catalog content stored in Acalog.

The API is provided as an XML-based read-only Web service, which is secured by use of either a private or public key, which may be generated and obtained from workflow in the Acalog Publisher. The private key permits access to all catalog content, including content that may otherwise be set to a status of "inactive" or "not published". The public key limits access to content that is published and available through the Institution's Acalog e-catalog Gateway.

Rules and Conditions

1. Institution may use the Acalog API to develop Applications to search, retrieve, view, and display catalog content anywhere within its institutional website, and only under Institution's *.edu domain. Institution is entirely responsible for the development of said Applications; and for security, maintenance, troubleshooting, performance, availability, usability, function, form, and applicability of use. API documentation will be provided.
2. Institution may permit its staff, faculty, researchers, students, and prospective students to use the Applications developed using the API for academic and educational purposes only.
3. Institution may use the API to develop Applications to integrate catalog content from Acalog with other campus systems, but may not provide API documentation ("Documentation"), or public or private API keys, to any third-party without the express written consent of Digarc.
4. Digarc shall have the right to use and adapt Institution's public catalog content available through the API in order to provide enhanced services to the Institution, to its customers, and to the general public.
5. Requests to the API by the Institution's Applications should not exceed 150 per hour. This rate limit is put into place to prevent excessive use of the API. Best practices should be observed to avoid exceeding this limit. They are as follows:

- a. Caching. Store API responses in your Application or on your website if you expect high-volume usage. For example, avoid calling the API on every page load of your website. Instead, call the API infrequently, cache the response on your end, and display the local version on page loads.
 - b. Prioritize and limit highly interactive hits. For example if you have a custom search that utilizes the API, implement your own limits such as total number of searches allowed by IP or preventing the user from performing a search more than once every 10 seconds. Caching search results is also a good idea.
6. You may apply to have the rate limit referenced above increased, by which your Application will be "whitelisted". Depending on use, the Institution may be required to pay an additional maintenance fee as compensation for additional bandwidth or system resources associated with use of the API beyond the rate limit. A request for whitelisting must be submitted via the Acalog Publisher Support module, and should include the following:
- a. Describe your application in detail:
 - b. Will you be developing this in-house or is this for an external project:
 - c. Approximate number of hits per hour to the API:
 - d. Contact information for the project manager and lead developer for this application:
7. You may apply for permission to provide your public key to a third-party for use outside of your *.edu domain. Such use may not violate the terms of this Schedule, or of the Software License and Hosting Agreement. The third-party may be required to execute a confidentiality agreement related to use of the API and related documentation. Depending on use, third-party or the Institution may be required to pay an additional maintenance fee as compensation for additional bandwidth or system resources associated with use of the API. A request for such use must be submitted via the Acalog Publisher Support module, and should include the following:
- a. Business name and address of third-party:
 - b. Planned use of the API by the third-party:
 - c. Approximate number of hits per hour to the API:
 - d. Contact information for business and technical representatives of the third-party:
8. Institution may not separately extract and provide or otherwise use data elements from the API to enhance the data files of third parties.
9. Institution further agrees not to otherwise reproduce, modify, distribute, decompile, disassemble or reverse engineer any portion of the API or API documentation.
10. If Institution becomes aware that any user of the API or Institution-developed Applications is in material breach of these API Rules and Conditions, Institution agrees to notify Digarc promptly of such breach by e-mail to support@digarc.com, and to take prompt corrective action at its expense to remedy such breach.

11. Digarc reserves the right, at its sole discretion, to disable use of and access to the API for failure to follow these Rules and Conditions. Digarc will, however, make a good-faith attempt to provide notice of breach, and provide reasonable time for correction prior to taking action to disable access to the API.

Document updated: 8-12-15 KDB

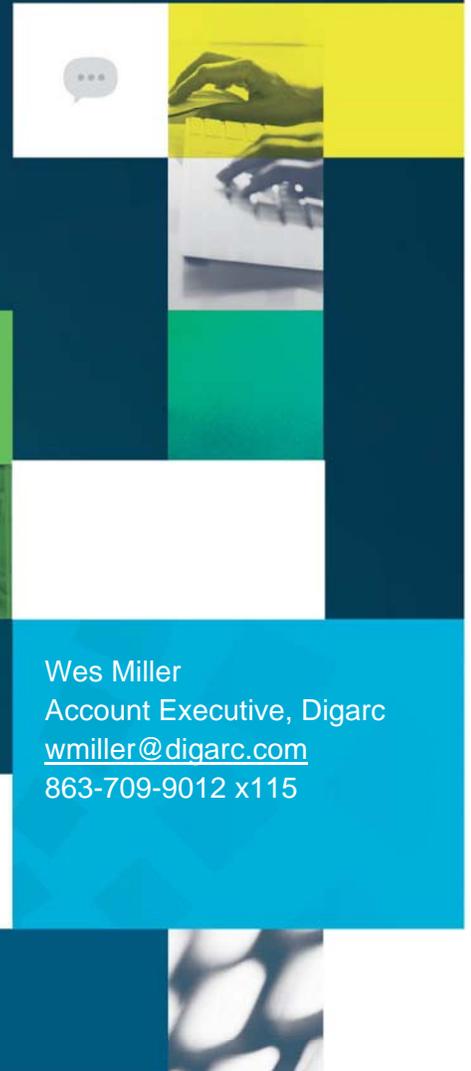


Professional Services Agreement



PREPARED FOR :

James Madison University



Wes Miller
Account Executive, Digarc
[wmiller@digarc.com](mailto:wmill@digarc.com)
863-709-9012 x115

UPDATED: 7.1.15

This Professional Services Agreement is entered into by and between James Madison University, a higher education institution having a principal place of business in Harrisonburg, Virginia ("Client", "Institution"), and Digital Architecture, Inc., DBA DIGARC ("Digarc"), and is effective as of the date signed by the Institutional Representative below.

WITNESSETH:

WHEREAS, Client desires to engage Digarc to perform catalog implementation services for Client; and

WHEREAS, Client and Digarc desire to have such services performed in accordance with the terms and conditions hereof; and

NOW, THEREFORE, for good and valuable consideration paid, the receipt whereof is hereby acknowledged, Client and Digarc hereby agree as follows:

1. Services Provided

Digarc shall render the services (the "Services") on a non-exclusive basis and shall deliver the deliverables (the "Deliverables") to Client, as defined in and in accordance with Schedule A attached hereto, under the terms and conditions set forth herein.

2. Warranties

- A. Digarc shall perform the Services and provide Deliverables in an efficient, professional and workmanlike manner, consistent with industry standards and the specifications set forth in Schedule A.
- B. Client shall meet its obligation to provide content, maintain scope, engage in training, and other activities necessary for a successful implementation as set forth in Schedule A.
- C. Digarc shall have no obligation to provide support or other Services related to the Deliverables beyond the scope as set forth in Schedule A. The warranties set forth herein are exclusive and are in substitution for all other warranties, obligations and liabilities of Digarc.

3. Independent Parties

Digarc is and shall be an independent contractor, and nothing contained in this Agreement shall be construed to make Digarc an employee, agent, partner or joint venture of Client, and Digarc shall not have the right to bind Client to any agreement with a third party or to incur any obligation or liability on behalf of Client. No fringe or employee benefits are to be provided to Digarc by Client.

4. Compensation, Expenses, and Billing

In full consideration for all Services to be rendered by Digarc hereunder and for the Deliverables, Client agrees to pay Digarc fees and expenses as set forth in Schedule B attached hereto in accordance with the payment terms and conditions set forth therein.

5. Confidential and Proprietary Information

- A. The parties acknowledge that in the course of Digarc's Services hereunder, Digarc may have access to confidential and proprietary information relating to the business of Client. Digarc recognizes and acknowledges the interest of Client in maintaining the confidential nature of its proprietary and confidential information and agrees that it will not for any reason or at any time, whether before or after termination of its engagement, directly or indirectly, disclose or use, except as required in the course of and in connection with its engagement with Client or when and as authorized in writing to do so by the Client, any information declared in advance by the Client to be proprietary or confidential (hereinafter referred to as "Proprietary Information"). Client and Digarc understand and agree that the terms of this paragraph shall survive the termination of this Agreement.
- B. All Proprietary Information shall be and remain the sole property of Client. Upon termination of its engagement hereunder, Digarc shall deliver all Proprietary Information promptly to Client and shall not make, retain or distribute any copies thereof, except as required in the course of and in connection with provision of services related to hosting the Client's academic catalog and curriculum management system.

6. Inventions and Work

- A. Client agrees that any work heretofore or hereafter prepared for Client, excluding the Deliverables, that results in new inventions, improvements, concepts, or ideas made or conceived by Digarc in connection with and during the performance of Services hereunder and related to the business of Client (collectively, the "Work") shall be the exclusive property of Digarc.
- B. Notwithstanding paragraph 6(A) above, Client acknowledges and agrees that Digarc may, in and in connection with its business of providing academic catalog and curriculum management solutions, and other professional and technological services to others, utilize general knowledge and know-how learned in performing Services hereunder; provided, however, that Digarc may not (i) use or disclose any Proprietary Information, or (ii) use or disclose any intellectual property of Client except as provided herein.

7. Intentionally Removed

8. Term

This Agreement shall continue in force until terminated in accordance with Section 9 of this Agreement, or until expiration upon completion of the Services and provision of the Deliverables.

9. Termination

- A. Termination for Cause. Either party may terminate this Agreement upon thirty (30) days written notice to the other party in the event of a material breach of any provision of this Agreement, provided that, the breaching party fails to perform or cure said breach within thirty (30) days after written notice thereof.
- B. Rights and Obligations Upon Termination. Termination of this Agreement shall not affect rights and obligations accruing prior to the date of termination or relating to confidential or proprietary information. Upon termination, Client shall be responsible for and agrees to pay amounts owed

for Services actually performed and invoiced in accordance with this Agreement prior to the date of such termination. Upon termination, Digarc shall deliver to Client all Work, whether finished or in process, performed in accordance with this Agreement.

10. Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflicts of law thereof.

11. Waiver

The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of any provision of this Agreement.

12. Intentionally Removed

13. Agreement Binding on Successors

This Agreement shall inure to the benefit of and be binding upon the Client and Digarc and their respective successors, executors, administrators, heirs and/or permitted assigns; provided, however, that Client may not make any assignment of this Agreement or any interest therein, by operation of law or otherwise, without the prior written consent of Digarc. Digarc shall not assign this agreement in whole or in part without the prior written consent of the Client.

14. Severability

The provisions of this Agreement are deemed by the parties to be severable, and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision.

15. Headings

Headings used in this Agreement are for convenience only and shall not be considered in construing or interpreting this Agreement.

Schedule A

PROJECT DESCRIPTION

Professional services include transition of the James Madison University Undergraduate 2016-2017 Catalog and James Madison University 2016-2017 Graduate Catalog into the academic catalog management system. Specific resources will be allocated at the discretion of Digarc. It is estimate that the project will be 12 to 14 weeks in duration. Start dates will be determined upon receipt of content, contracts and payment.

JAMES MADISON UNIVERSITY REQUIREMENTS AND RESPONSIBILITIES

Catalog Content

Digarc will schedule this project upon execution of this agreement. The project schedule will be reviewed by Client's Administrative Contact for the project, and confirmed during the initial project start meeting. It is assumed the Administrative Contact will make access to the items described below in a timely manner (within 5 business days). If access to the information is delayed, it may be necessary to modify the scope and/or schedule for the project.

The information required from the Client includes:

1. Current Catalog

Client will provide an electronic copy of the text of the James Madison University Undergraduate 2016-2017 Catalog and James Madison University 2016-2017 Graduate Catalog to Digarc in PDF format. Client will also mail 4 hard-copy paper versions of the catalog to Digarc prior to the scheduling of the transition project. The hard copies should be either in book form, or printed on hole-punched paper (and should not be printed in duplex format). Alternatively, Digarc will submit the electronic catalogs provided to a vendor for printing and remit the cost to Client.

Client affirms that the catalogs provided are in their final form, and that the content as provided represents the reference documents that will be used to build the catalog in Acalog. However, it is fully expected that our consultants and Client may mutually agree to modify the way content is organized to optimize the display for a Web-based presentation. Requests for the addition or removal of content, or changes to wording or requirements may result in a scope modification (see below under Change Management).

Administrative Contact & Responsibilities

To ensure accurate and timely transition of all existing information, Client will provide access to one Administrative Contact, and one alternate contact. Client may have as many members on its project team as necessary, but any and all directives to the Digarc Implementation Team must come from the Administrative contact or alternate contact.

The Administrative Contact and alternate must participate in the training program. Training is a critical aspect of a successful implementation project. Because some concepts used in Acalog may be new or unfamiliar, we coordinate training and consulting with each phase of the project to ensure Client representatives have a clear understanding of the tools and workflows that will be used to build and manage the catalog content. The training will include exercises providing participants with hands-on experience using the system. Participants must be prepared and willing to fully engage in the training program.

Both the Administrative Contact and alternate should have a thorough understanding of Client's curriculum, and must have experience using interactive Web forms (such as used in e-commerce and online banking). In order to maintain the project schedule, it is expected that the Administrative Contact or alternate will reply in a timely manner (less than 48 hours) to inquiries from Digarc's Implementation Team members.

Change Management

Digarc is committed to meeting the goals, expectations, and timelines established by Client. Our project coordinators will provide Client with documentation so that Client can track progress, review timelines, and plan for key reviews, consulting, or training events that require input from Client. A successful outcome for the project requires diligence in meeting deadlines both by Client and by Digarc personnel.

We also recognize that it is sometimes necessary to make adjustments to schedules and project scope. In some cases, significant schedule changes required by Client, or requests for changes that are outside the scope of the project, may require additional hours, and will result in additional cost to Client. If our project coordinators identify scheduling issues that prevent our transition staff from moving forward on your project, or customer requests that are out of scope, we will notify you immediately and provide a written description of the scope change, and cost estimate.

Any scope changes must be approved by Client prior to being incorporated into a revised project plan and schedule, and a Purchase Order number for the cost of the modification must be provided by Client in order for the additional work to be performed.

ACALOG PROJECT SCOPE

All catalog transition projects include a similar set of deliverables. Based on the perceived complexity of a project, or based on a request by a customer for specific extra focus or need, we recommend that a particular number of consulting hours be applied to a task. These tasks include:

- **Project Start/Content Review Consultation.** You will meet our team, confirm scheduling, and be provided with a more detailed outline of project milestones. The second phase of this meeting will include a detailed analysis of the supplied academic content and an outline of our recommendations and the options for the most effective ways to present your content in an e-catalog format.
- **Gateway Overview and Navigation.** We will work with you to define your e-catalog navigation (table of contents) and how we should best order, organize, and label front/back-of the matter.

We also will begin the process of customizing your e-catalog Gateway to match the look and feel of your school's Website.

- **Hierarchy, Types and Courses Database Consulting.** We will document the functional relationship between your courses, programs, departments, and schools/colleges (if applicable), including type information, and course data points.
- **Programs and Filters Build.** We'll work with you to establish a consistent template for your programs, create your programs in the system, and suggest the most effective ways to use system filters to display your program and other content.
- **Training.** Training is completely integrated with the consultative elements of the implementation. Each area of the system and portion of the process is broken down into stages whereby training takes place and consulting related to the items covered is conducted. This model ensures that our clients are fully informed throughout and comfortable with project as it progresses. This approach also provides opportunities for feedback, dialogue and customized training that is not typical of other training models.
- **Reviews.** You will be asked to examine our work at various milestones, to ensure our interpretation of your directives for implementation meet your expectations.
- **Activation.** By this stage, you will be fully trained, and will have given your final approval for the implementation. We will hand over control of your Acalog™ installation to you. This will be when you make your e-catalog Gateway live on your institutional Website, when you move into our standard Customer Care system, and when our team moves on to their next project.

The cost-estimate categories we associate with these tasks include:

- **Training and Consulting.** You likely will have been introduced to one of our Implementation Consultants prior to the start of the project. An Implementation Consultant will lead discussions with you that require content analysis and documentation. One of our Client Education Specialists will provide targeted training for you during the course of the project. They work in partnership with you and with the Project Coordinator. The number of hours assigned to this category will depend on pre-sales discussions you have had with a Senior Consultant or with your Account Executive. Please note that long distance telephone costs associated with call-in for training or consulting is the responsibility of Client.
- **Project Management.** The Project Coordinator leads the transition specialists and manages the overall data migration, testing, review and approval phases. The Project Coordinator will be your primary contact for the duration of the implementation.
- **Policy/Narrative Content Build.** This represents the time required to extract your front-of-the-book narrative content and enter it into Acalog.
- **Courses Database Build.** We will need to convert your text-based course information into distinct fields in a spreadsheet that can then be imported into system. This can be a very time consuming process, which will be reflected in the cost estimate.
- **Programs Build.** One of the significant benefits of a system like Acalog is that programs can be treated as data in the system. This creates tremendous efficiencies in management your content,

but it also means we don't just cut and paste content in — we actually build your programs based on a well-defined template.

ACALOG PROJECT COST

For James Madison University

Item	Description	No. of Hours	Rate per Hour	Cost
Project Management	Standard project management.	Hours: 14	\$75.00	\$1,050.00
Training	Standard Web-based training will be provided for up to two hands-on participants and any number of observers.	Hours: 12	\$150.00	\$1,800.00
Consulting	Consulting limited to that outlined in project tasks above.	Hours: 8	\$150.00	\$1,200.00
Policy/Narrative Content	Creation of all narrative/policy content.	Hours: 49	\$75.00	\$3,675.00
Courses Database Build	Identification of course data fields, creation and import of courses file(s).	Hours: 59	\$75.00	\$4,425.00
Programs Database Build	Creation of programs template/style, Identification and construction of all programs.	Hours: 130	\$75.00	\$9,750.00
Systems Integration	Data integration with external systems.	Hours: 12	\$150.00	\$1,800.00
		Total Hours: 284	Total Cost:	\$23,700.00

Based on our discussions with the Client, we believe the hours allocated above will provide for an effective content transition and training. Delays, unusual requests, or scope change may require additional hours. The Project Coordinator will carefully monitor hours used, and will promptly notify the Administrative Contact in the event there is a possibility that allocated hours will be exceeded for any reason.

Other Costs. Some likely expenses are not included in the Project Cost above. Costs to be borne by the Client include its own long-distance telephone charges, possible charges for overnight shipping (if necessary), and printing (if necessary).

CURRICULOG PROJECT DESCRIPTION

Professional services include:

- Application training (train-the-trainer model)
- Curriculum Consultation
- Project Management
- Conversion, creation and implementation of the institution's current curriculum development forms and processes (including users, roles and role types).

Specific resources will be allocated at the discretion of Digarc. It is estimated that the project will be 12 to 14 weeks in duration. Start dates will be determined upon receipt of content, contracts and payment.

JAMES MADISON UNIVERSITY REQUIREMENTS AND RESPONSIBILITIES

Digarc will schedule this project upon execution of this agreement. The project schedule will be reviewed by James Madison University's Administrative Contact for the project, and confirmed during the initial project start meeting. It is assumed the Administrative Contact will make access to the items described below in a timely manner (within 5 business days). If access to the information is delayed, it may be necessary to modify the scope and/or schedule for the project.

The information required from the Client includes:

All current Curriculum Development Forms and Process Charts

James Madison University will provide an electronic copy of all existing curriculum development forms and models/charts depicting the current approval processes.

While the goal for the Curriculog project is to implement the institution's current processes, the nature of conversion from a manual paper process to an automated web-based one may result in extensive modification. It is fully expected that our consultants and James Madison University may mutually agree to modify the institutional processes to facilitate inclusion into the application.

Requests for the additional changes after implementation of the approved modifications has begun may result in a scope change (see below under Change Management).

Administrative Contact & Responsibilities

To ensure accurate and timely transition of all existing information, James Madison University will provide access to one Administrative Contact, and one alternate contact. James Madison University may have as many members on its project team as necessary, but any and all directives to the Digarc Implementation Team must come from the Administrative contact or alternate contact.

The Administrative Contact and alternate must participate in the training program. Training is a critical aspect of a successful implementation project. Because some concepts used in Curriculog may be new or unfamiliar, we coordinate training and consulting with each phase of the project to ensure James Madison University representatives have a clear understanding of the tools and workflows provided by our software applications. The training will include exercises providing participants with hands-on

experience using the system. Participants must be prepared and willing to fully engage in the training program.

Both the Administrative Contact and alternate should have a thorough understanding of James Madison University's curriculum, and must have experience using interactive Web forms (such as used in e-commerce and online banking). In order to maintain the project schedule, it is expected that the Administrative Contact or alternate will reply in a timely manner (less than 48 hours) to inquiries from Digarc's Implementation Team members.

Change Management

Digarc is committed to meeting the goals, expectations, and timelines established by Client. Our project coordinators will provide Client with documentation so that Client can track progress, review timelines, and plan for key reviews, consulting, or training events that require input from Client. A successful outcome for the project requires diligence in meeting deadlines both by Client, and by Digarc personnel.

We also recognize that it is sometimes necessary to make adjustments to schedules and project scope. In some cases, significant schedule changes required by Client, or requests for changes that are outside the scope of the project, may require additional hours, and will result in additional cost to Client. If our project coordinators identify scheduling issues that prevent our transition staff from moving forward on your project, or customer requests that are out of scope, we will notify you immediately and provide a written description of the scope change, and cost estimate.

Any scope changes must be approved by Client prior to being incorporated into a revised project plan and schedule, and a Purchase Order number for the cost of the modification must be provided by Client in order for the additional work to be performed

CURRICULOG PROJECT SCOPE

All projects include a similar set of deliverables. Based on the perceived complexity of a project, or based on a request by a customer for specific extra focus or need, we recommend that a particular number of consulting hours be applied to a task. These tasks include:

- **Project Start/Product Demonstration.** You will meet our team, confirm scheduling, and be provided with a more detailed outline of project milestones. The second phase of this meeting will include a demonstration of the application and discussion of key concepts and capabilities.
- **Curriculum Process Review and Analysis.** Our consultants will review and evaluate your current curriculum forms and processes to determine the best approach for implementation. Discussions will include best practice recommendations, future considerations, potential issues, enhancements or revisions.
- **Proposal Form Development.** Our teams will create initial versions of all proposal forms for discussion and approval.
- **Workflow Modeling.** Once all forms have been approved, our teams begin modeling the institution's curriculum review and approval processes. Consulting will be focused on ensuring

compliance with institutional goals needs while taking advantage of the process enhancements available through effective use of the application.

- **Training.** Training is completely integrated with the consultative elements of the implementation. Each area of the system and portion of the process is broken down into stages whereby training takes place and consulting related to the items covered is conducted. This model ensures that our clients are fully informed throughout and comfortable with project as it progresses. This approach also provides opportunities for feedback, dialogue and customized training that is not typical of other training models.
- **Reviews.** You will be asked to examine our work at various milestones, to ensure our interpretation of your directives for implementation meet your expectations.
- **Activation.** By this stage, you will be fully trained, and will have given your final approval for the implementation. We will hand over control of your Curriculum installation to you. At this point you move into our standard Customer Care system, and our team moves on to their next project.

The cost-estimate categories we associate with these tasks include:

- **Project Management.** The Project Coordinator leads the transition specialists and manages the overall data migration, testing, review and approval phases. The Project Coordinator will be your primary contact for the duration of the implementation.
- **Training.** One of our Client Education Specialists will provide targeted training for you during the course of the project. They work in partnership with you and with the Project Coordinator.
- **Consulting.** This represents the time required effectively analyze, discuss and document existing forms and processes including any best practice recommendations, future considerations, potential issues, enhancements or revisions to the current institutional processes.

- **AP Development.** Work includes:
 - *Proposal Form Development.* Our teams will create initial versions of all proposal forms for discussion and approval.
 - *Workflow Modeling.* Once all forms have been approved, our teams begin modeling the institution's curriculum review and approval processes. Consulting will be focused on ensuring compliance with institutional goals needs while taking advantage of the process enhancements available through effective use of the application.
- **Users, Roles and Role Types.** This is the phase during which user accounts are created and the various user roles are defined and configured for participation in the workflow process.

Please note: The number of hours assigned to these categories will depend on pre-sales discussions you have had with a Senior Consultant or with your Account Executive. Please note that long distance telephone costs associated with call-in for training or consulting is the responsibility of Client.

CURRICULOG PROJECT COST

For James Madison University

Item	Description	No. of Hours	Rate per Hour	Cost
Administration and Project Management	Standard project management.	Hours: 16	\$75.00	\$1,200.00
Training	Web-based Administrator and End-user Training.	Hours: 12	\$150.00	\$1,800.00
Consulting	Consulting limited to that outlined in project tasks above.	Hours: 48	\$150.00	\$7,200.00
AP Development	Creation of forms and processes.	Hours: 48	\$75.00	\$3,600.00
Users, Roles, and Role Types	Creation of users, roles, and role types.	Hours: 32	\$75.00	\$2,400.00
Systems Integration	Data integration with external systems.	Hours: 16	\$150.00	\$2,400.00
		Total Hours: 172	Total Cost:	\$18,600.00

Based on our discussions with the Client, we believe the hours allocated above will provide for an effective content transition and training. Delays, unusual requests, or scope change may require additional hours. The Project Coordinator will carefully monitor hours used, and will promptly notify the Administrative Contact in the event there is a possibility that allocated hours will be exceeded for any reason.

Other Costs. Some likely expenses are not included in the Project Cost above. Costs to be borne by the Client include its own long-distance telephone charges, possible charges for overnight shipping (if necessary), and printing (if necessary).

Schedule B

PAYMENT SCHEDULE

The cost for professional services are indicated in the "Project Cost" section in Schedule A above. Detailed payment terms are located in Schedule C of the separate " Software License & Hosting Agreement".

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

AGENCY NAME: James Madison University

CONTRACTOR NAME: Digital Architecture, Inc.

DATE: 05/12/2016

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.

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 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;
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.

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

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

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

AGENCY by Matasha Owens
Title Buyer Senior
Printed Name MATASHA OWENS

CONTRACTOR by Kenneth D. Blais
Title President & CTO
Printed Name Kenneth D. Blais

JUL. 2009



Response to **James Madison University**

Request for Proposal
No. MLO-888
Curriculum and Catalog
Management System

Date of Submission
March 1, 2016
2:00 p.m. ET



Primary Contact:
Wes Miller
Account Executive, Digarc
wmiller@digarc.com
863-709-9012 x115

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Cover Letter

James Madison University
Ms. Matasha Owens, Buyer Senior
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807

Dear Ms. Owens,

Digarc is pleased to present our solutions to James Madison University in response to your Request for Proposals. The university is in need of curriculum and catalog management software, and Digarc is the most qualified provider. We've dedicated our business to fixing the issues that plague traditional curriculum and catalog management processes by creating intuitive, game-changing software. With Curriculog and Acalog, the university will have the power to streamline, track and control the course and program life cycle from inception to publication.

Our company has experience working with other Campus Solutions schools within the commonwealth, both big and small: the University of Virginia and Virginia Western Community College, for example. We look forward to articulating the knowledge gained through working with over 400 colleges and universities nationwide within this RFP response.

WHAT SETS DIGARC APART?

It's About YOUR Success

Digarc is the only curriculum and catalog software vendor that has continued to maintain all of our products, for all of our customers, during the course of our company's entire existence. Unfortunately for some colleges and universities, our competitors have regularly discontinued products and left clients without support for legacy software. By contrast, Digarc is steadfastly dedicated to all of our more than 400 customers with a track record of 15 years of support, service, and improvements. Our very first client, the University of Maine, has seen every iteration and improvement to our software, and currently uses the exact same up-to-date version we're offering to your institution.

Our customers regard us as colleagues and extensions of their own departments. And who could blame them? With a 15-year track record, Digarc has maintained a client retention rate of over 99 percent. Today, more schools select us as their partner for curriculum and catalog management than anybody else. It is worth noting that 14 schools have chosen to leave a relationship with an existing vendor to take advantage of the superior support, services, and software offered by Digarc.

Empowering Solutions

We understand that JMU’s needs are not just unique, but are constantly evolving to meet new challenges presented by the campus, state, and accrediting bodies. Our software is ideally positioned to meet these requirements, by being highly configurable, without the costly, risky, and lengthy timeframes associated with customization through development. Need to add a field to a curriculum change form? You can do it. Need to add a step to a specific process? Done. Our model is to empower JMU administrative staff with software that requires no technical expertise or vendor intervention to operate. With Curriculog and Acalog, JMU is in control of its own destiny, we are here to help.

The Right Tool For Each Job

To be effective, software must be easy to use. Faculty, Deans, and other campus constituents at JMU want to work on their curriculum, not become full-time publishers enslaved to an academic catalog.

Digarc is the only vendor that has designed software to have a separate, dedicated interface for both curriculum and catalog management. The people, activities, and data involved with each are different. That leaves us to wonder why other vendors insist on having them intertwined. Our applications takes this separation of responsibilities into account, and delivers a user experience that is optimized for these two very different use cases — saving institutional staff time and frustration.

We appreciate the opportunity to respond to this RFP and look forward to having additional dialog to further explain why we are the ideal partner to help James Madison University meet its curriculum and catalog management needs.

Sincerely,



Kenneth D. Blais
President
Digarc

Contact Information

Four main contacts at Digarc have been established and are authorized to represent our company in matters relating to this RFP:

Ken Blais, President and CTO

kblais@digarc.com | 863-709-9012 x102

Wes Miller, Account Executive

wmiller@digarc.com | 863-709-9012 x115

John Rynn, Vice President of Consulting and Operations

jrynn@digarc.com | 863-709-9012 x111

Cindy Pineda, Accounting Manager

cpineda@digarc.com | 863-709-9012 x110

All four contacts work at Digarc corporate headquarters, physically located at 5015 South Florida Avenue, Third Floor, Lakeland, FL 33813.

Pages 6-21 (Section A- Application Functionality, Section B- Application Technology, Section C- Reporting) of contractor's proposal are redacted due to confidential and proprietary information.

D. SERVICES

1. Describe the training options and include a catalog of training offerings. Include any associated costs in Section X. Pricing Schedule. Response should include differentiation between technical staff and end-user training.

Digarc offers both Web-based and on-site training options, but recommends a virtual approach as a best practice. The philosophy behind the interactive Web-based training as a best practice is that it is delivered over a longer time horizon, allowing for users to absorb the material through multiple sessions delivered over several weeks. On-site delivery of training, because of the additional costs of travel and accommodations, results in a more condensed time frame, similar in many ways to cramming for an exam, with less retention of the information. We have provided a cost estimate for web based training, but can provide a quote for onsite if preferred — the reason why this is not included as part of the RFP response is seasonal timing of hotel accommodations / flights has a direct impact on the cost and we look to offer the institution the most affordable option possible.

In regard to format, Digarc integrates the training of university personnel with the consultative elements of the implementation process. We view each project we launch as the start of a relationship and collaborative partnership, and this relationship is the very core of our team approach. All training session will be functional in nature, as Curriculog and Acalog were designed to require no technical expertise to operate.

Each area of the system and portion of the process is broken down into stages whereby training takes place and consulting related to the items covered is conducted. This model ensures that our clients are fully informed throughout the process, and comfortable with the project as it progresses. This approach also provides opportunities for feedback, dialogue and customized training that is not typical of other training models.

We utilize a train-the-trainer model via interactive software. Sessions are interactive, hands-on and Web-based, and allow four active participants, who are typically catalog or curriculum managers to interact, share controls, and use the Acalog and Curriculog modules during the meetings, while an unlimited number of viewing participants may attend as well. Although we call this a train-the-trainer model, all users have access to the vast support resources in Acalog University, which is our free training website. Additionally, your team will also be provided access to a sandbox environment to practice workflows. For Curriculog the training typically consists of three sessions two hours in length, with three additional consulting sessions. For Acalog the training typically consists of five two-hour sessions, and three additional consulting sessions. Based on feedback throughout the process Digarc trainers may adjust the curriculum to better meet the needs of the institution, spending more time on some areas of the software that are more relevant than others.

Once the onboarding process is complete, free ongoing administrator training is delivered not just for the first year, but for the life of your account, with dedicated classes taking place quarterly.

Additional information on the training process and implementation as a whole can be found in the Implementation Overview documents attached in the Vendor Attachments section of this RFP Response.

2. Describe services available from your company and/or partners including pricing information that may be included in the final contract. Examples of services that could be included are:

Having implemented over 400 colleges and universities over the past 15 years, Digarc has developed a value proposition that far exceeds a software product, but includes a comprehensive suite of services that minimize intutional impact and streamline the solution’s setup. The cost of these services is outlined as a Professional Services line item in the formal cost estimate provided within this response. A brief summary of each component is included below:

a. Implementation

Digarc manages the entire implementation process, including the setup of environments, configuration of the software, training of JMU staff, and migration of data (forms/processes/curricular content). This is included as the Professional Services line item in the formal cost proposal.

b. Development

With Acalog you are not just purchasing a catalog and curriculum management platform for today, but one that will meet your needs in the future as well. Included in your annual hosting, support, and upgrades fees are all developed enhancements to the product. When JMU goes live with Acalog/Curriculog, the university will be running the same version as schools that have been with us for over 14 years, who have benefited from all the enhancements that have been introduced. Other companies will offer “custom” development services for a cost, Digarc does not believe in charging customers for the valuable insight and expertise they provide in suggesting new features and functionality. In fact, many of the most popular features and best ideas that make Acalog and Curriculog the most widely selected platform in the higher education community came directly from our customers, had we charged to custom program them, they may have never existed. Further more, when vendors start charging customers for custom programing it creates a moral hazard around product enhancements and offloading the expenses of R&D onto customers that are willing to pay. Digarc wanted to foster a collaborative environment around new feature or functionality development that can benefit all of our customers, not create an ongoing revenue stream masked as a “benefit”.

c. Project Management

Throughout the implementation process, project management services will be provided to keep the project on time and within scope. We have currently estimated 16 hours of project management for the Curriculog implementation, and an additional 14 hours for Acalog.

d. Architecture and Design

Curriculog and Acalog are delivered as Software as a Service. All system development, including the high-level architecture and design is performed by the IT staff at our corporate headquarters in Lakeland, Fla. JMU IT resources will not be required to support the core technology.

e. Capacity Planning

Digarc has already done initial capacity planning for the implementation process during the costing phase. Your project manager will continually review this information to modify resources required and bring in the appropriate subject matter experts through out that stage of the project. Once live your Curriculog and Acalog instance will reside on the industries leading cloud provider Amazon EC2, offering almost unlimited scalability and capacity for server loads.

f. Installation and Configuration

All initial configuration of the software will be performed by DIGARC staff during the implementation process and is included in the professional services scope. Consulting sessions will be conducted throughout the entire engagement to solicit feedback from key JMU stakeholders and better tailor that application to the institutional needs. Once up and running JMU staff will have complete control over future configurations, however, in the event they would like to leverage the expertise and knowledge of DIGARC staff, we are always available as resources at no additional cost.

g. Performance and Scalability

Acalog and Curriculog provide better performance and scalability than any other product in the space. Unlike other vendors, that in addition to the massive job of developing/maintaining software are engaged in the resource intensive hosting business, DIGARC has leveraged the services of the worlds leading cloud-computing company Amazon AWS. Our infrastructure is incrementally scalable, meaning we can add server resources as load increases, and reduce computing power during lulls to save your institution money. Other vendors need to look far out into the future to predict the type of hardware they will need to procure and configure in their regional data center in Iowa.

h. Conversion

Digarc is responsible for the data conversion process, having performed over 400 implementations over the past 14 years. During this transition stage DIGARC will audit your curricular information and provide a discrepancy report to find existing errors in your data and remediate them. This entire component of the project is included in the professional services fees.

i. Monitoring, administration and upgrades

All system monitoring, administration, and upgrades is included in the annual hosting, support, and upgrades contract. Digarc offers this product as a Software as a Service freeing up critical resources at JMU for other IT projects.

j. Operations metrics

Digarc has established a myriad of KPI to insure projects are delivered on-time and on-budget. Throughout the entire implementation process the feedback loop is open, and the process adapted to meet the evolving needs of the institution.

3. Describe the support options available through your company including on-going support of the application. Describe what portions of support to be performed by IT, the customer versus the vendor.

Included in your annual hosting, support, and upgrades contract is unlimited support for the application. Support is offered 24-7-365, with non-critical issues having an average response time of less than 15 minutes during normal business hours. Your IT staff are not responsible for any ongoing support for the core application, the scope of their involvement for this engagement is related to the integration component and the connections we establish with PeopleSoft.

4. If support is provided to end-users directly as part of your services, provide the SLA under which you would operate.

Digarc provides support to all administrative users of the system, but “end users” which for Acalog would mean students and their families, the institution will be the first line of support. While no formal SLA exists for response times, in a recent survey conducted on over 10,000 companies by ZenDesk, Digarc ranked in the top 96% for response times and ticket resolution rates. Just how good is Digarc support? During our 15 years in business our company has enjoyed a 99% retention rate, the highest of any company operating in this space. Some vendors may make the outlandish claim of “100%” retention, but what is not mentioned in their highlight reel is that this statistic is for narrow parts of their product line, over a short time horizon, completely omitting customers that have left their company for our related products.

E. GENERAL

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

Digarc has done a thorough analysis of JMU forms, processes, and academic content. Based on this review, we estimate a 12–14 week implementation timeline for Curriculog, and a 14–16 week implementation timeline for Acalog. During this phase, integration will also be worked on, but may extend beyond these estimated windows based upon the availability of your IT staff to help facilitate the connection. A sample project plan has been included below:

Acalog Implementation Sample Project Plan:

INTERNAL CONTENT REVIEW MEETING

Digarc will complete a comprehensive analysis of catalog content, identify potential challenges, and develop the first set of deliverables for the Project start meeting.

Participants: Digarc Consultants, Project Managers, Trainers, Transition Specialists, Integration Specialists

PROJECT START MEETING – 1.5 - 2 HOURS

Consulting Component:

Introduce the implementation team, discuss the roles and responsibilities of those involved in the project (client and Digarc), verify that all content has been received, propose project schedule, provide project documentation and an overview of the implementation process including consulting, training, project management, deadlines and milestones, and presentation of the content analysis summary detailing the proposed implementation process.

Participants: Project Manager, Consultants, Trainers, Client

Deliverables: Project Start Documentation

Training Component:

Acalog Demonstration, overview of basic Acalog concepts, including the WYSIWYG Editor

Participants: Trainers, Client

TRAINING SESSION ONE – 2 HOURS

Hierarchy module, item types, course data points and courses template, programs module.

Participants: Trainers, Client

CONSULTING SESSION ONE – 1.5 - 2 HOURS

Conduct content analysis discussion (potential structural and formatting issues, best practices recommendations, naming conventions), review and verbal approval of initial deliverables including hierarchy form, courses file, and programs file. Note: courses file will cover ownership, type and data

points only – no course details. Signed approval of deliverables must be received within three business days.

Participants: Consultants, Client

Deliverables: Hierarchy Form Course Data Points/Types File Program File Sample Program Approval Form Sample Program

TRAINING SESSION TWO – 2 HOURS

Gateway and Content Module. (Navigation, Filters, External Links, Custom Pages and Media Files)

Participants: Trainers, Client

CONSULTING SESSION TWO – 1.5 - 2 HOURS

Analysis and discussion of gateway navigation map, custom pages structure, filters.

Participants: Consultants, Client

Deliverables: Left/Right-Hand Navigation Map Sample Custom Page

TRAINING SESSION THREE – 2 HOURS

Courses module, import and export modules, catalogs module.

Participants: Trainers, Client

TRAINING SESSION FOUR – 2 HOURS User accounts and account types modules, portfolio module, remote services module, and Gateway options module.

Participants: Trainers, Client

TRAINING SESSION FIVE – 2 HOURS

Version Auditing module.

Participants: Trainers, Client

CONSULTING SESSION THREE - 1 HOUR

Conduct transition review orientation (recommendations on how to conduct the review, instructions on submitting edits, review and discussion of content issues documentation).

Edits must be returned within 10 business days.

Participants: Consultants, Project Managers, Client

PROJECT WRAP-UP MEETING - .5 HOUR

Aalog activation (signed approval required prior to meeting), Publisher Home refresher, Customer Care handoff.

Participants: Consultants, Project Managers, Client

Curriculog Implementation Sample Project Plan:

INTERNAL CONTENT REVIEW MEETING

Digarc will complete a comprehensive analysis of current curriculum forms and processes, identify potential challenges, and develop the first set of deliverables for the project start meeting.

Participants: Digarc Consultants and Senior Consultants, Project Managers, Trainers, Transition Specialists

PROJECT START MEETING

Consulting Component:

Introduce the implementation team, discuss the roles and responsibilities of those involved in the project (the university and Digarc), verify that all content has been received, propose project schedule, provide project documentation and an overview of the implementation process including consulting, training, project management, deadlines and milestones, and presentation of the content analysis summary detailing the proposed implementation process.

Participants: Consultants, Trainers, Client

Deliverables: Project Start Documentation

Training Component:

Curriculog Demonstration, overview of basic Curriculog concepts, including the dashboard

Participants: Consultants, Trainers, Client

TRAINING AND CONSULTING SESSIONS

The quantity and scope of the training and consulting sessions will be determined during the internal Digarc Curriculum Process Review and Analysis project phase.

Participants: Consultants, Trainers, Client

PROJECT WRAP-UP MEETING

Curriculog activation (signed approval required prior to meeting). Customer Care hand-off

Participants: Consultants, Project Managers, Client

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

Digarc has a rigorous testing environment for patches, service level releases, and upgrades. After a new build is compiled, it goes to our dedicated QA team for testing. Once it passes QA, it's regression tested against onsite instances (non-production environment) of client sites. After passing the regression tests, builds are moved to staging for further testing by our professional services team, and once approved, builds are released into production.

JMU within its instances of both Curriculog and Acalog will have the ability to test new functionality and configurations in test forms/workflows and catalogs. These items are completely insulated from your production data and can also be used for training purposes.

These testing instances and quality assurance services are provided as part of your Annual Hosting, Support, & Upgrades fee and do not require any additional licensing requirements from JMU.

- 3. Describe how product(s) addresses accessibility to ensure the application is accessible to people with disabilities. Describe testing for adherence to accessibility guidelines and standards. Provide documentation of the testing performed and results of that testing including the Web Accessibility and Template Guide (WATG located at <http://www.vadsa.org/watg>).**

Digarc is committed to making sure our products are accessible to all users, including those with disabilities. Both Acalog and Curriculog were designed to be Section 508-compliant, so that users could navigate and retrieve the information they need without assistance from others. Located in the vendor attachment section of this RFP response you will find the VPAT for both technologies. In our experience working with over 400 colleges and universities nationwide, we have always received very positive feedback for our substantial efforts in this area.

F. TECHNICAL

- 1. Provide a detailed diagram of the typical architecture/technical environment required for the system. List all protocols and ports used for communications and indicate which components are clients and which are servers and whether the communications are fully, partially, or not encrypted. Specify any communications paths where unencrypted authentication or other sensitive data are passed. List all third party dependent integration points and data paths including any web content included from or sent to outside parties.**

Digarc has created a detailed diagram of the applications technical architecture titled “Infrastructure and Hosting Overview” which can be located in the vendor attachments section of this RFP response. While our technologies do not handle any personal, identifiable information we are heavily focused in hardening our systems from attack. For instance, all communication between users and the areas of the administrative plane for both software products are encrypted using SSL. Our software does not rely on any third-party integrations to function.

- 2. Describe hardware and software requirements for the proposed system(s) along with any sizing assumptions made to arrive at those requirements.**

Digarc offers both of our technologies through a software as a service-model, there are no hardware or software requirements for JMU.

3. Describe the average client response time for all the various functions of the proposed system.

Digarc's average response time is less than 15 minutes during normal business hours, M-F 8 a.m.–5 p.m. ET. Recently, ZenDesk (an industry-leading ticket system) benchmarked the performance of more than 10,000 companies world wide on support performance, Digarc ranked in the top 96 percent for response times and ticket resolution rates.

4. Describe services not available during scheduled maintenance.

During scheduled maintenance all front-end, student-facing services are designed to remain up and live. Administrative and editing functions on the back end of the software, however, will have pre-defined maintenance windows that prevent user access during scheduled maintenance. These are scheduled outside normal business hours and communicated with JMU staff.

5. Describe any standard and proprietary APIs, integration/connection resources, and development languages and tools that extend your toolset.

Digarc has an umber of proprietary tools to extend functionality including a fully featured API, Integration Manager, and Extensible Data Model.

API – Included with Acalog is a powerful Web-services API providing the ability to present information from the catalog on other web sites at the university. For example, catalog content, such as courses, or course lists, can be integrated dynamically into institutional Web pages, such as departmental pages. The Acalog API Wizard automatically generates the CURL commands and Request URLs based on user input and makes sure the most up to date version of the academic catalog is pulled without any intervention or updating from your staff. All content can be queried using the Web Service, including policy and other narrative content. Unique to Digarc we will also be releasing a new widget feature towards the end of Q1 that allows non-technical users to display dynamic content from the academic catalog within the institutional CMS. Once setup the content displayed by these widgets will constantly stay in sync with the Acalog system, requiring no intervention from JMU staff.

Integration Manager – Integration Manager is a tool used to cache and normalize data between two disparate systems. It accomplishes this through a map and legend approach, associating the different naming conventions across different database systems. Integration Manager has the ability to consume and push information through a variety of formats and methods, and is the foundation for the connections built between our software and external systems such as PeopleSoft.

Extensible Data Model – Within both Acalog and Curriculog functional users can add or remove data points on a curricular object such as a course. For instance, out of the box Acalog only requires the fields: prefix, code, and name but most institutions quickly decide that they would like to have additional fields such as credit hours, term offered, etc. This can all be done in a matter of minutes without any technical expertise through an administrative interface.

6. Describe the client operating system and browser requirements for your toolset. List any additional client-side software required for development/management of your toolset.

Curriculog and Acalog are entirely Web-based, and only require an Internet connection and standards-based Web browser on behalf of the client. No additional hardware or software is required, and Curriculog/Acalog are tested on PC, MAC, and Linux systems for maximum reliability. Also Curriculog/Acalog supports all common browsers, with specific testing done on Internet Explorer 6+, Firefox 2+, and Safari 4+ and Chrome.

7. Describe any aspects of your application that do not support the Macintosh. Describe any changes to default browser or client security settings.

There are no limitations and no changes required.

8. Describe any functionality loss, installation problems, upgrade problems, or other difficulties if client applications are run using a regular user account.

This is not applicable, software is offered through the cloud, no installation of software or upgrades are necessary.

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

Both Curriculog and Acalog are mobile-optimized for users.

Within Curriculog, users can view, approve, comment, update, and interact with proposals in a single-user or committee function on smartphones and tablet devices. This is done through HTML5 and does not require any additional software or work from administrators to function; users just navigate to the appropriate URL.

The Acalog software automatically optimizes content for mobile devices without any intervention from JMU staff. Acalog is unique when compared to other competitive systems in that it leverages HTML5 as the backbone for mobile display. While responsive design has its place and is industry-standard for traditional website design, academic catalogs are a different, having longer page lengths and containing a higher density of text. A responsive design approach would result in excessive scrolling and load times for students where HTML5 creates a fast, click-based interface for catalogs.

We want to stress again because we have seen misinformation shared by other vendors, no additional work is required by JMU to maintain the mobile optimized version of Acalog and there is only a single catalog website for students to visit. No software must be downloaded by the student to view the mobile version, they just visit the URL and the mobile optimize version is displayed.

10. Describe support for integration with JMU’s existing systems listed in the background statement including pricing, availability of APIs, toolkits for creating connectors, available services, etc. Provide a full list of application connectors. Describe any other methods of integration supported.

Nearly 50 PeopleSoft institutions leveraging Digarc’s catalog and curriculum management platforms. Based on our experience, and partnership with PeopleSoft, we have developed a tool called Integration Manager to help facilitate the bi-directional communication of data with your Campus Solutions greatly improving the consistency of information and reducing the amount of workload on university staff.

Integration Manager’s unique map/legend approach offers your institution more integration points with Campus Solutions than any other technology on the market, and perhaps more importantly, has the special capability to not just receive information but can push data back. This is because unlike competitive systems that are hard coded, Curriculog and Acalog’s data models are completely extensible, allowing you to choose what fields make up the course/program object – all from a non-technical, administrative interface.

Once the data points that make up courses and programs are defined, examples for a course might include prefix, code, name, description, credit hours, etc. within Curriculog/Acalog (something we consult on and initially setup for you during the implementation process) the Integration Managers maps/legends associate these data points with the appropriate database fields inside of PeopleSoft and can pick up from and deliver to your technical environment in this native structure with a variety of file formats (XML, CSV, etc.).

For schools also moving data from Curriculog to Campus Solutions, this means your functional staff and catalog editors don’t need to be experts in PeopleSoft, they see the fields and terminologies within Curriculog and Acalog they are most comfortable with and the Integration Manager transforms their content into a usable data set format by your SIS.

A large number of data points that can be transferred between our systems and PeopleSoft, from simple text fields such as CRSE_CATALOG.course_title_long to complex fields that are created on our side through concatenation of multiple inputs. Digarc understands that each engagement is unique, so the information exchanged and the method for which it is delivered between our technology and PeopleSoft will be mainly driven based on requirements drawn out through discovery.

Our system also comes with a fully featured API to dynamically render curricular content within your CMS. The API can also be leveraged for pulling data in an automated fashion for inclusion into the CMS or other critical campus systems.

11. Describe support for inclusion of your application as part of the PeopleSoft application portal. Describe any pagelets available and how that integration would occur. Describe support for delegating authentication for the pagelet Oracle Access Manager Single Sign and/or PeopleSoft single-sign-on. Describe support for other single-sign-on technologies.

Curriculog (or Acalog) currently support authentication with Shibboleth via SAML2; CAS, LDAP, and federated single sign-on through the InCommon Foundation. In the event the institution requires additional methods discovery would be required to assess feasibility.

G. SECURITY

1. Describe how users and processes are authenticated before gaining access to data and services. Include authentication between components and between the product and external services. Describe your support for the following:

a. LDAP/S

Yes, this is a supported authentication method.

b. Native AD authentication

Yes, active directory is a supported authentication method.

c. Shibboleth 1 and 2

Shibboleth 2 is a supported authentication method; we do not support Shibboleth 1.

d. Kerberos

This is currently unsupported.

e. SAML

We support Shibboleth, which uses SAML2 as a method.

f. Other federated systems

We are a member of Incommon and support the related federated systems.

g. OpenID

This is currently unsupported.

h. Any two-factor authentication system

Digarc does use many two-factor authentication systems internally for the management of the hardware and software of Curriculum/Acalog. However, from an end-user perspective this is not currently supported.

i. Certificate-based authentication

We support SSH2 and can also support LDAP services that require a certificate-based authentication.

j. Other

We also support CAS as an authentication method.

2. Describe your use of authentication credentials and associated attributes, group membership, roles, etc. to make authorization decisions. Include method(s) and granularity of authorization of access to data and services (e.g. individual accounts, IP address, unix groups, LDAP groups, Active Directory accounts.)

For the overwhelming majority of users (faculty with originating rights), Digarc uses SSO and the associated attributes to manage their access. Due to the unique way in which relationships and roles exist within the governance process, JMU users that are involved in approving proposals and that sit on committees their authorization is managed through SSO but privileges are managed within the Curriculum/Acatalog application. Digarc has built a hierarchy module that makes the management of accounts incredibly streamlined institutions, with 3,000-plus faculty/users able to easily maintain ongoing responsibilities.

3. Describe how and where any sensitive data (e.g. credit card, financial data, SSN, FERPA, HIPAA or other legally regulated data) including authentication credentials, is stored on clients, servers, and participating external devices. Is it cryptographically protected? If so, provide details on cryptographic protocols, procedures, and key protection.

Digarc systems do not store any sensitive data (credit cards, financial, SSN, FERPA, HIPAA, etc.).

4. Describe the effects of auditing and logging on a production implementation. Is the proposed system sized for full audit capability? Describe auditing methodologies and capabilities for managing integrity and change control. Describe elements captured with the audit process.

a. Describe enterprise audit capabilities

Digarc maintains logs, and tracks the activity of technical staff performing updates and maintenance on all our software. We are able to see a history of commands run and a transcript of those changes implemented. Our software's infrastructure was designed to easily handle the overhead load of these auditing activities.

b. List the events and logs that can be sent to an external syslog server

Digarc does not disclose our logs to third parties. The software is offered through software as a service (SaaS) model, and this data is maintained internally.

c. List the events and logs that cannot be sent to a syslog server

Digarc maintains a log on all commands that are run on the system, including the identity of the originator, and a transcript of the updates pushed to our software.

- 5. Provide up to date, signed documentation that the offered solution and vendor is compliant with all PCI DSS and PADSS requirements if applicable. Provide documentation of your most current PCI system scan and the signature page from your Record of Compliance (ROC) or Attestation of Compliance (AOC).**

While Digarc does not handle any credit card information or sensitive, personal identifiable information, our data center (Amazon AWS) is highly secure and has been certified for PCI DSS Level 1. Details about Amazon's third-party certification process can be found here: <https://aws.amazon.com/compliance/pci-dss-level-1-faqs/>.

H. MAINTENANCE AND SUPPORT

Because consistency and stability of the operating environment and rapid correction of system failures are critical to James Madison University, major consideration will be given to the amount and extent of hardware and software maintenance coverage and to the quality of maintenance.

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

Digarc's unique approach to system design and maintenance offers a higher level of stability than other vendors in the space. While some companies rely on customization through customer-specific coding — requiring management of approximately 150 different code bases — Digarc has built a single code base (relying on configuration for personalization) that is leveraged by over 400 colleges and universities nationwide. This result is a platform that is more stable, consistent, and sustainable for the intuition in the long term. New features and functionality are more rapidly developed, which is why more schools continue to purchase our software more than any other vendor.

With Curriculum and Acalog, major upgrades occur every 12–18 months, minor upgrades occur approximately every six months, and system updates and maintenance occur as necessary. All enhanced functionality is included at no additional charge within the Annual Hosting, Support and Upgrades cost. As upgrades occur every 12–18 months, all features are released systematically across our user base.

2. Describe capabilities for remote support and indicate what access to accounts and systems is required. Describe the locations from which this activity would take place. Describe any maintenance options/tiers and whether they vary in cost by time of day, response time, etc.

Remote support for both Curriculum and Acalog are offered 24/7/365 by Digarc. These support services are delivered from our corporate headquarters in Lakeland, Fla. Our typical response time is less than 15 minutes during normal business hours, Monday–Friday, 8 a.m.–5 p.m. ET. These support services are covered at no additional expense to the university as part of your annual hosting, support, and upgrades fee outlined in the formal cost proposal.

Just how well do we take care of our customers? Digarc is the only company in the space that has continued to support all product lines, boasting and proudly points to our retention rate of better than 99 percent.

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

Unlike other vendors that look for ways to monetize existing customers through product customization and additional services, Digarc's model is to provide empowering solutions that give your school complete control over its own destiny. During the normal course of operating the system, there are no services that would be required to be performed by Digarc, and there are no resulting charges that would not be included as part of your annual hosting, support, and upgrades agreement.

4. Describe the procedures for obtaining services for all types of maintenance (e.g. installation of corrective code, enhancements, applicable "escalation" procedures for providing additional assistance in diagnosing a failure that is not resolved in a timely manner to include notification procedures and timing as well as what higher levels of assistance will be made available.)

Support services can be obtained through myriad channels, including phone, email, and support forms found in the native application. Our team has a very fast response time — often within 15 minutes during normal business hours. In addition, a customer care representative is always on call to handle emergency inquiries that require immediate assistance during weekends and holidays. The team is also responsible for new feature announcements, arranging ongoing or supplemental consulting and training, and periodic reviews of client gateways.

Digarc has 30 employees dedicated to client-facing services who — based on their area of expertise — will be brought in to help as needed. Multiple redundancies exist within the support structure to make sure tickets are never lost, and are always responded to in a timely fashion. JMU, beyond access to the support team, will have access to a designated Account Executive as a conduit to senior management in the event service is unsatisfactory.

Beyond providing customer support for questions, Digarc continues to go above and beyond by providing free monthly webinars and additional training resources. The monthly webinars highlight new features, best practices, and the opportunity for clients to see other client sites for ideas. Furthermore, four times per year, Digital Architecture offers complimentary Manager Level training to address the need for turnover management at the institution.

Unique to Digarc is our already-established free training websites: Acalog University and Curriculog University. The administrative interface provides direct access to this online learning resource. Acalog University includes support materials such as nearly 100 videos that demonstrate every feature and function of the system, training sessions and recorded webinars, and is available for every user in the system. In addition, Acalog and Curriculog University include a customer forum that encourages dialog among our users seeking advice and ideas from their peers, and we welcome the opportunity to learn directly from our customers how we may improve our product for their use.

All support services including installation of corrective code, enhancements, additional assistance in diagnosing a failure, and more are included as part of your annual hosting, support, and upgrades contract and do not require additional charges.

5. Describe your approach to security reviews during each phase of the software development lifecycle.

While Curriculog and Acalog do not handle any private or sensitive information, application security is a high priority at Digarc, and is under review at each phase of the SDLC. During the design and development stage, our team of engineers work together to build an application that adheres to best practices. Our cross-functional teams, bring together a diverse range of expertise to ensure all aspects are covered. Once built, new functionality and fixes are sent to our dedicated Quality

Assurance team, where updates are heavily scrutinized for any issues or vulnerabilities. Once vetted and approved by key stakeholders, these updates are only then scheduled for release.

6. Describe the procedures followed in distribution of information to James Madison University pertinent to system problems encountered at other locations, along with the solutions to those problems, when such information is relevant to the University's software.

Digarc's customer care team is responsible for keeping a constant line of communication open with key JMU staff updating them on new software releases, any system health issues, and other relevant information.

The primary medium for communicating release notes will be via email to your administrative contacts. Digarc software also broadcasts updates and news within the administrative dashboard of the software for added visibility. When needed, updates and maintenance will be coordinated with your staff (phone/email) to minimize the institutional impact.

If a service issue were to occur, an emergency email would be sent immediately to notify JMU. Upon resolution, follow-up communication would close the loop.

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

Curriculog and Acalog enjoy continuous refinement of their core technologies, with a combination of infrastructure improvements and end user functionality enhancements. For instance, at the end of the current quarter Digarc plans to release a new API enhancement that allows non-technical users to build an HTML or javascript widget that can be added to most CMSs. The widget will facilitate the display of dynamic curricular content that is constantly updated — without human intervention — on institution websites.

However, due to our market leadership and the competitive nature of the industry, other firms frequently FOIA-request our responses in an effort to gain insight into what they should develop next. Because of the proprietary nature of such documentation, Digarc is not in a position to submit our complete product roadmap in a written response.

8. Describe all responsibilities of both the contractor and James Madison University in the isolation and diagnosis of system failures.

Digarc offers both Curriculog and Acalog as a software as a service (SaaS), and is directly responsible for diagnosing and resolving all technical issues that occur within the normal use of the technologies. JMU's sole responsibility is to report and provide feedback on any anomalies as they are encountered.

9. Describe your "escalation" procedure.

Because providing the highest level of service is our top priority, upon initial submission of a ticket, JMU staff will immediately have the opportunity to indicate the severity of an issue. From there, your designated customer care representative will be able to bring in the appropriate internal resource based on subject matter expertise. The structure of our support model does not limit the type or

amount of resources your customer care representative can evoke, focus is on identifying and resolving the issue as fast as possible. Multiple feedback loops exist within the support infrastructure to make sure that items that require more input are quickly routed to the individuals needed. Customer Care is such a high priority for our company that the organizational structure is such that the Director of Support reports directly to the President.

I. HOSTED APPLICATIONS

The University occasionally explores opportunities for hosting applications external to the university. If hosting is an option for this project, then complete the following section. If hosting is not an option, there is no requirement to respond.

1. Describe where services and data storage are located geographically.

Digarc has partnered with the world's foremost experts in cloud computing to build an infrastructure that is diversified geographically. Where other vendors are tied to a single regional site, Digarc's servers are replicated across multiple availability zones. Our primary hosting is located in northern Virginia, with an alternative site, should issues occur, located on the west coast in northern California.

2. Describe how applications are secured inside your firewall.

All applications reside behind a mandatory firewall which is configured in default deny mode, requiring explicit opening of any ports for inbound traffic, which can still be further restricted by protocol, service port, and source IP address.

System Administrators at Digarc who require access to the management plane are required to use multi-factor authentication to gain access to the operating system; actions are logged and audited, and revoked when access is no longer required.

3. Describe your approach to applications and how they are hosted on servers. (Will the JMU application(s) reside on dedicated physical/virtual servers?) Describe the different levels of security for different application layers.

Digarc has heavily invested in providing our customer institutions with the most scalable and secure solution in the market. Where other vendors split time between developing their core applications and managing hardware, Digarc has partnered with the world's brightest minds and foremost experts in the field of cloud computing at Amazon AWS. Our applications were designed to be fully fault-tolerant, and are configured in sets of load-balanced Web clusters, each with its own database system. Each cluster is designed with certain software requirements and/or load metrics in mind. Individual Web nodes in the cluster serve the application and support database reads and writes to a master database. Web nodes are fully redundant and horizontally scalable. If a load balancer, CloudWatch, or the application detects an unhealthy Web node, a new healthy instance of the node is spawned without a loss in connectivity. Likewise, the database is monitored by the application and will automatically fail-over to a hot backup database as a temporary read-only environment if the primary database becomes unavailable.

For additional information on our approach to infrastructure, please see the Acalog and Curriculog Hosting Overview located in the vendor attachments section of this RFP response.

4. Describe the network layer security you provide.

Our hosting provider, Amazon, provides significant protection against network security risks. AWS uses proprietary DDoS mitigation techniques. Multi-homing across providers, SSL-protected server

authentication, a host-based firewall infrastructure and closed inbound ports protect the EC2 environment from malicious attacks. Amazon vigorously pursues reports of unauthorized port scanning by EC2 instances.

EC2 data centers are housed in nondescript facilities. Physical access is strictly controlled at the perimeter and at building ingress points with video surveillance, intrusion detection systems and two-factor authentication is required twice before access to data center floors is granted.

5. Describe your methodology for handling patches and software updates.

Digarc has a structured process for managing software updates, from development to deployment.

First, bugs and enhancements are evaluated for priority and feasibility, once a decision has been made as to where something fits within the queue resources are assigned to that project.

Cross-functional teams of developers work to code the necessary items and once ready, release them to our dedicated Quality Assurance team. Once it passes QA, it is regression-tested against onsite instances (non-production environment) of client sites. After passing the regression tests, builds are moved to staging for further testing by our professional services team, and once approved, builds are released into production.

The updating process is seamless, and requires zero effort on behalf of JMU. Most upgrades occur without disruption to administrative users (the e-catalogs always remain publicly available). There is no impact on institutional workflow. Upgrades that do require administrative downtime are coordinated by our support staff, and scheduled with the assistance of our clients. Release information is communicated via email or our Publisher news section found on the home page of the administrative interface.

6. Describe your approach to screening employees and the level of experience preferred.

All company employees go through a rigorous screening process that involves multiple interviews and reference checks. Digarc always favors candidates with previous experience in an effort to provide a better service through broader perspective.

7. Describe how you track attacks. Describe your approach to informing JMU about attacks.

Digarc keeps meticulous logs regarding attempted unauthorized access to the software, and aggressively pursues any recourse possible. To date, we have encountered no known breaches. In the event that one were to occur, Digarc would inform JMU and provide all available relevant information.

8. Describe the audit and security infrastructure testing process you utilize and the frequency of those audits/tests.

Our infrastructure is provided by Amazon AWS, the world's leading cloud computing company. Amazon AWS customers include many Fortune 1000 companies, and the United States Department of Defense. Amazon regularly performs security testing and audits, background information on each of these can be found here: <https://aws.amazon.com/security/>

9. Describe your approach to security reviews during each phase of the software development lifecycle.

While Curriculog and Acalog do not handle any private or sensitive information, application security is a high priority at Digarc, and is under review at each phase of the SDLC. During the design and development stage, our team of engineers works together to build an application that adheres to best practices. Our cross-functional teams bring a diverse range of expertise to ensure that all aspects of our products are covered. Once built, new functionality and fixes are sent to our dedicated Quality Assurance team where the updates are heavily scrutinized for any issues or vulnerabilities. Once vetted and approved by key stakeholders, only then are updates released.

10. Describe the vulnerability detection and response process surrounding your product and hosting infrastructure. Describe your patch release strategy for problems found.

Digarc technical staff constantly monitors the industry for emerging trends and rise of new vulnerabilities. As potential risks are identified a strategy for rapidly deploying a fix is developed and maintenance windows scheduled with customers (based on the severity of the vulnerability).

11. If hosted, provide results of the latest penetration test and vulnerability scan performed on your system.

Due to the public nature of the RFP process, the sensitive nature of these types of scans, and the way they could potentially be used to engineer an attack, Digarc does not disclose this type of information to third parties.

12. Describe your physical and cyber data center security. Describe what measures are in place to prevent employees from viewing data they are not authorized to see or outsiders from hacking into the system.

Physical security at Amazon data centers is high. EC2 data centers are housed in nondescript facilities. Physical access is strictly controlled at the perimeter and at building ingress points with video surveillance, intrusion detection systems and two- factor authentication is required twice before access to data center floors is granted.

In addition Amazon provides significant protection against network security risks. AWS uses proprietary DDoS mitigation techniques. Multi-homing across providers, SSL-protected server authentication, a host- based firewall infrastructure and closed inbound ports protect the EC2 environment from malicious attacks. Amazon vigorously pursues reports unauthorized of port scanning by EC2 instances.

Digarc employees are provided with the fewest necessary privileges to perform tasks for which they are responsible. These credentials are tightly controlled, and are revoked upon completion of the project.

13. Describe your approach and policy regarding ownership of customer data that resides in your data center. Describe customer rights and abilities regarding moving and copying. Describe vendor and partner practices related to moving and copying data.

All customer data is owned by that customer and is not the property of Digarc. JMU has access to all its data through the administrative interfaces and export, copy, move, and backup outside of our technology at any time, free of charge.

14. Describe any exit strategies you offer.

Service agreements are for one year terms, giving JMU the flexibility to cancel or leave services at its discretion. Throughout the entire engagement, JMU has access to all its data and can export as needed.

15. Describe your approach to backups and disaster recovery.

Nightly back ups are taken of all data, and inherent to our solutions are backup and disaster recovery options.

Our dedicated hosting environment utilizes Amazon's Elastic Compute Cloud (EC2) web service (<http://aws.amazon.com/ec2>), which delivers a highly scalable cloud-computing platform. These virtual Web servers are dedicated to our operations in support of our customer accounts.

While Amazon assumes responsibility for redundant connectivity to the Internet, load balancing and security, our technicians administer our servers and software and are responsible for interpreting resource utilization, demand pattern and monitoring metrics. Amazon provides redundant, instantly scalable connectivity within the Cloud. EC2 locations are called Availability Zones, which are grouped into geographically dispersed Regions. This provides low latency network connectivity and redundancy while reducing risk of failure of a single location. Amazon has 99.95 percent availability for each EC2 Region.

EC2 provides Auto Scaling, ensuring optimal performance during demand spikes, and Elastic Load Balancers to ensure the most efficient available path for Internet traffic by automatically monitoring the health of the cluster and redistributing traffic in the event of an unhealthy instance. The Amazon CloudWatch web service provides additional resource monitoring for utilization, operational performance and demand patterns. All of these services ensure high availability of the network.

Amazon EC2 undergoes rigorous testing, including formal design reviews, threat modeling and completion of a risk assessment. Amazon Web Service (AWS) utilizes automated advanced monitoring, alarms to notify when early warning thresholds are crossed on key operational metrics, and on-call pager system for 24-hour availability to provide high level of service performance and availability.

J. PRIVACY

1. Specify whether you collect information on JMU or any party related to JMU from third parties. Respond to Items a. through i. below relative to this information.

a. Identify the type/specific information being collected (User Data – Anonymous or Personally Identifiable).

No data is being collected.

b. Specify who collects the information.

Not applicable. No data is being collected.

c. Specify why the information is collected.

Not applicable. No data is being collected.

d. Describe how the information is collected (explicitly, via Cookies, via Web Bugs, etc.)

Not applicable. No data is being collected.

e. Describe how the information is used.

Not applicable. No data is being collected.

f. Specify how long the information is retained.

Not applicable. No data is being collected.

g. Describe how the information is stored and kept.

Not applicable. No data is being collected.

h. Describe how the information is secured.

Not applicable. No data is being collected.

i. Specify whether you share the information with another party.

Not applicable. No data is being collected.

2. Specify the transaction information collected/maintained.

There are no transactions processed through Curriculog and Acalog. The software does not manage any financial data. It is used to process and publish course and program information to the campus community.

Appendices

Appendix A

Appendix B

Appendix C

Vendor Attachments

Information & Cost Proposal

Curriculog Implementation Overview

Acalog Implementation Overview

Acalog and Curriculog Hosting Documentation

Curriculog VPAT

Acalog VPAT

REQUEST FOR PROPOSAL
RFP # MLO-888

Issue Date: February 2, 2016
Title: Curriculum and Catalog Management System
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
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 p.m. on March 1, 2016 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: Matasha Owens, Buyer Senior Procurement Services, owensml@jmu.edu, 540/568-3137, (Fax) 540/568-7936 not later than five (5) 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)

Title: _____

Date: _____

Phone: _____

Web Address: _____

Fax #: _____

Email: _____

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 a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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 #
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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: _____

RETURN OF THIS PAGE IS REQUIRED

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 SBSDD 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



Curriculog/Acalog Curriculum Development and Publishing System

Software License & Hosting Agreement

Prepared For:

SCHOOL NAME

Account Exec Name

Account Executive
Digital Architecture
863-709-9012 xXXX
EMAIL@digarc.com
www.digarc.com

Software License & Hosting Agreement

This Software License & Hosting Agreement ("Agreement") is entered into between Digital Architecture, Inc., ("Digital Architecture") a Delaware corporation with its principal place of business at Lakeland, Florida, and **the SCHOOL NAME**, ("Institution"), and will be effective as of the date signed by the Institutional Representative below ("Effective Date").

Section 1

DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings indicated below:

1.1 The "Service" covered under this Software License & Hosting Agreement means, collectively, the services offered by Digital Architecture via the Curriculog/Acalog Curriculum Development and Publishing System. Acalog is an Academic Catalog Management System (ACMS). Curriculog is an integrated but separate Curriculum Management System. The term "Service" shall be deemed to include the Acalog Publisher and/or e-catalog Gateway, and also the Curriculog Website, but shall not include software made available to users from Third Parties through or in connection with the Publisher, Gateway or Curriculog Website. Ownership and rights to Source Code are retained by Digital Architecture and are not transferred pursuant to this Agreement.

1.2 "Documentation" means user guides, manuals, and materials developed for use with the Services.

1.3 "Intellectual Property Rights." The legal rights or interests evidenced by or embodied in (1) any idea, design, concept, technique, invention, discovery, or improvement, regardless of patentability, but including patents, patent applications, trade secrets, and know-how; (2) any work of authorship, regardless of copyright-ability, but including copyrights and any moral rights recognized by law; and (3) any other similar rights, all on a worldwide basis.

1.4 "Institution", "Client", "User", or "Users" refers to the entity named above, but does not include any other entity which is or at any time becomes a subsidiary, parent, related but separate campus, or related entity of Institution. In addition, "User" or "Users" shall also refer to any faculty member, staff member, student or prospective student who uses the Service pursuant to this Agreement. Except for guest-user access (non-authenticated), if enabled, Curriculog is not otherwise licensed for use by students.

1.5 "Institution's Representative" or "Rep" shall be an individual or any member of the Institution's staff or department which shall use or maintain the Service under this Agreement.

1.6 "Acceptable Use Policies" means the restrictions on the use of the Service and for the use of the Publisher and/or e-catalog Gateway generally, as defined in sections 3.4.2 through 3.5.4.

1.7 "Third Party" means any party other than Digital Architecture and the Institution.

1.8 "Publisher", "Gateway", and/or Curriculog Website means the administrative and e-catalog Websites(s) through which Digital Architecture delivers or provides access to the Service.

1.9 "Software" refers to all proprietary or software and/or base code that is used to provide the Service.

Section 2

GENERAL DESCRIPTION OF THE SERVICE

2.1 Digital Architecture is a higher education solutions provider that hosts, implements, integrates, and supports an Internet-based Service that provides academic institutions with the ability to electronically manage a curriculum approval process, and to manage and publish academic catalogs. The Service is comprised of three separate Web-based applications. The Curriculog Website is a Web interface supporting a secure, password-protected and robust curriculum management environment. It is integrated with the Acalog Publisher, which is the administrative portion of the publishing system. The Acalog Gateway is a public e-catalog portal generated from the Publisher, and integrated with the Institution's website. Digital Architecture provides the Service for a negotiated service fee (for hosting, support, and upgrades to the core products) that is distinct from the software license, as set forth in the Payment Schedule attached to this Agreement. Digital Architecture warrants that the Service as demonstrated to the client and described herein will be free of defects, and such defects observed by the client will be repaired or modified by Digital Architecture at its own cost.

Section 3

LICENSE & OWNERSHIP RIGHTS

3.1 Grant of License. Subject to the terms of this Agreement (including payment of applicable fees), Digital Architecture: (a) grants to Institution a limited, non-transferable, exclusive, perpetual license to Curriculog; and also a limited, non-transferable, exclusive, perpetual license to Acalog

Software License & Hosting Agreement

for display of up to two concurrent publication types (with unlimited archived versions); and to access and use the Service through the Curriculum Website, the Acalog Publisher, and one (1) e-catalog Gateway, solely to support Institution's normal course of business; provided, that, Institution may not (i) use the Service in a resale capacity, or (ii) process and/or analyze Third Party data in a commercial service bureau, timesharing, outsourcing, application service provider, or similar environment; and (b) that Digital Architecture retains all right, title, and interest in and to the Service, and in any hardware, Software Application(s), content, and other technology, data, information and materials (as applicable) supplied or otherwise made accessible by Digital Architecture in connection with the Service.

3.2 Restrictions. Institution will not, and will not permit a Third Party to (a) alter, modify, adapt, or create any derivative works of any part of the Service, including any Software Applications or any copyright, trademark, or other proprietary rights notices of any party; (b) copy, or permit a Third Party to copy any part of the Service or any of the Software Application(s), except to the minimum extent permitted by applicable United States Copyright laws; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from any part of the Service including any Software Application(s); or (d) license, sell, transfer, lease, or disclose the Service including any Software Application(s). Digital Architecture hereby reserves to itself and its licensors all rights not expressly granted to Institution herein. Institution shall have no rights in or to any part of the Service except as provided in this Agreement.

3.3 Permitted Uses. Institution may permit its staff, faculty, researchers, students, and prospective students to use the Service for academic and educational purposes only. The Service may not be used for any profit-making purpose, such as, for example, the development of commercial program applications, including applications developed for Institution's own, internal use, such as administrative applications for the Institution.

3.4 Institution Responsibilities.

3.4.1 Compliance with Acceptable Use Policies for the Service. Institution will comply with the Acceptable use Policies of the Service (as defined in Section 3.4.2 through 3.5.4 of this Agreement), and will require its employees, agents and contractors authorized to access the Service to do so. Digital Architecture may modify, revise and update the Acceptable Use Policies at any time and any such changes shall be effective upon written acceptance by the Institution. Digital Architecture may also create a separate Acceptable Use Policies

Agreement at a future date and this will likewise be in force and effective upon written acceptance by the Institution. Institution bears responsibility for all damages, costs and expenses (including reasonable attorneys' fees) arising from or related to their breach of the Acceptable Use Policies.

3.4.2. Security of Passwords. As a registered user, Institution shall receive or establish one or more passwords and accounts. Maintaining the confidentiality and security of the passwords and accounts is solely the Institution's responsibility. Institution shall not divulge its password or account information to any Third Party. Institution is entirely responsible for all activities that occur on or through its account(s), and Institution agrees to notify Digital Architecture immediately about any unauthorized use of accounts or any breach of security of which Institution becomes aware. Institution agrees that Digital Architecture and its affiliates shall not be responsible for any losses incurred in connection with any misuse of or failure to secure passwords, nor shall Digital Architecture have any responsibility whatsoever for Institution's failure to comply with this Section.

3.4.3. Digital Architecture's Security. Institution agrees that it is prohibited from violating or attempting to violate the security of the Service, including, without limitation: (a) accessing data or materials not intended for Institution or logging into a server or account which Institution is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host, or network, including, without limitation, via means of submitting a virus to the Service or any part of the Service, or causing the overloading, "flooding", "mail bombing" or "crashing" of any part of the Service, or (d) sending unsolicited e-mail or "spam", including promotions and/or advertising of products or services, (e) forging any TCP/IP packet header or any part of the header information in any e-mail or other posting; or (f) attempting to circumvent or alter the methods or processes Digital Architecture uses to measure time, bandwidth utilization, or other methods to account for or document "use" of the Service. Violations of system or network security may result in civil or criminal liability, and temporary or permanent suspension of Services and login privileges. Digital Architecture reserves the right to investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

3.5 Institution Information. With respect to any information, including but not limited to

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academic catalog content, files, images, or other materials, Institution provides to Digital Architecture or other users while using the Service by posting the information, or transmitting or otherwise delivering the information to the Service via the Publisher, or by email, conventional, or any other means ("Information"), the parties agree to the following provisions:

3.5.1 Use of Information. All Information posted or obtained using the Service is the sole property of the Institution. While the Institution is solely responsible for its Information, Digital Architecture in providing the Service is involved with Institution's transaction and may through the Service gather and store user Information, such as anonymous Web-browser tracking based on server logs, or user accounts associated with personalization features of the Service, on behalf of the Institution. Use of the Information by Digital Architecture is subject to Digital Architecture's privacy policy then in effect, and attached herein Schedule D.

3.5.2 Compliance with Laws. Institution may use the Service only for lawful purposes. Institution represents, warrants and agrees that its Information (a) does not and will not infringe any Third Party Intellectual Property Rights, or rights of publicity or privacy; (b) does not and will not violate or cause Digital Architecture to violate any law, statute, ordinance, or regulation (including, without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); and (c) is not and will not be defamatory, trade libelous, obscene, unlawfully threatening, or unlawfully harassing.

3.5.3 Infringing Materials. Institution agrees not to use the Service to infringe on the Intellectual Property Rights of others, including without limitation to make copies, upload, download, or distribute intellectual property of any party without permission of the owner or in violation of law. Without limiting the foregoing, Institution may not, and by using the Service agrees not to, use the Service to: (i) transmit Information that is copyrighted, unless Institution is the copyright owner or has obtained the permission of the copyright owner to transmit it; (ii) transmit Information that reveals trade secrets, unless Institution owns them or has the permission of the owner to so transmit them; or (iii) transmit Information that infringes on any Intellectual Property Rights of others or violates the privacy or rights of publicity of others. Accordingly, Institution agrees that Digital Architecture is neither responsible nor liable to Institution or any Third Party for any Information Institution posts, copies or modifies by Institution's use of the Service, regardless of the purpose of such posting. In

addition, Digital Architecture reserves the right, upon written notice to Institution, to remove or disable access to any Information that actually or allegedly violates any law or regulation or actually or allegedly infringes on Third Party copyright or other Intellectual Property Rights. Digital Architecture shall in no event be liable for the good faith removal of or disabling of access to any such Information under this Section. It is the policy of Digital Architecture to suspend or terminate the access and other rights of any party who repeatedly violates this provision. If Institution believes that its Information has been copied in a way that constitutes copyright infringement, please send an e-mail to your designated Digital Architecture representative for notices of infringement.

3.5.4 No Viruses or Disabling Codes. Institution agrees that, without limiting the scope of any other term of this Agreement, it shall not knowingly transmit via its account or the Service any material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that can reasonably be expected to damage, destroy, disrupt or otherwise impair a computer's functionality or the operation of Digital Architecture's (or anyone else's) Services, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information, or transmit any materials that otherwise violate Digital Architecture's rules or policies.

3.5.5 Limited Content Display License. In order to enable Digital Architecture to provide the Acalog e-catalog Gateway Service without violating any rights Institution has in its Information, Institution hereby grants Digital Architecture a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, right and license to copy, display, distribute, transmit, and otherwise use the Information for performance of the Acalog e-catalog Gateway Services described herein only.

3.5.6 Acalog Web Services Application Programming Interface ("Acalog API" or "API"). Access to and provision of the API is subject to the API Rules and Conditions as set forth in Schedule E of this Agreement. Digital Architecture may, at its sole discretion, temporarily or permanently disable access to the API for failure to adhere to the API Rules and Conditions.

Section 4

WARRANTIES

4.1 Warranties. Digital Architecture makes no warranties with regard to the Service beyond what is expressly stated in this document and the attached and incorporated Schedules.

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4.2 No Infringement. The Services will not infringe the rights of any third party. Notwithstanding the foregoing, Digital Architecture shall not have any liability to Institution under this section if the infringement or claim is based upon (i) the use of the Services in combination with other equipment or software which is not furnished by Digital Architecture, or (ii) the Services after they have been modified or altered by Institution or other User. No cost or expenses shall be incurred for the account of Digital Architecture without the prior written consent of Digital Architecture.

Section 5

LIABILITY LIMITATION

5.1 Limitation of Liability. Except with respect to the parties obligation to indemnify the other pursuant to this Agreement, the parties agree that Digital Architecture's liability to the Institution and Institution's liability to Digital Architecture, for damages resulting from any cause whatsoever, shall be limited to the charges paid by the Institution for use of the Services relating to the cause of such damages.

5.2 Indemnification. Digital Architecture will indemnify, hold harmless and defend Institution, its officers, directors, employees, parent companies, subsidiaries and agents from and against any and all claims, damages, costs and expenses, including attorney's fees and litigation costs arising from Digital Architecture's breach of any obligations or duties relating to this Agreement and from any claim by a third party that any of Digital Architecture's services or deliverables infringe the intellectual property rights of another. This indemnification obligation shall survive the termination of this Agreement. In addition, Institution will indemnify, hold harmless and defend Digital Architecture, its officers, directors, employees, parent companies, subsidiaries and agents from and against any and all claims, damages, costs and expenses, including attorney's fees and litigation costs arising from Institution's breach of any obligations or duties relating to this Agreement

5.3 Force Majeure. Neither party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such cases may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes, hurricanes, named or numbered tropical weather systems, or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the

party whose performance is affected notifies the other promptly of the existence and nature of such delay.

Section 6

SECURITY & ACCESS TO THE SERVICE

6.1 Digital Architecture shall use commercially reasonable efforts to keep Client's information secure, and the Service available on a 24-hour-a-day, 7-day-a-week basis, subject to scheduled downtime for maintenance purposes, unscheduled maintenance, and system outages. The parties acknowledge that, since the Internet is neither owned nor controlled by any particular entity, Digital Architecture can make no guarantee that any given User will be able to access the Service at any given time. There are also no assurances that access and Service will be available at all times or be uninterrupted, and Digital Architecture shall not be liable to the Institution for failure of accessibility to the Service, due to failures of the Internet or for other causes beyond Digital Architecture's reasonable control. Please see Schedule A of this Agreement for service level guarantees provided by Digital Architecture.

Section 7

TERM OF SERVICE

7.1 Agreement Term. This Agreement commences as of the Effective Date as indicated above. Client agrees to be subject to this Agreement (including payment of applicable fees) for the initial term ("Initial Term") indicated in the Payment Schedule. Parties agree to provide the other party notice of an intention not to renew ninety days (90) prior to the expiration of such term. (The Initial Term and the Additional Terms collectively constitute the "Term".)

7.2. Termination. Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches any obligation and fails to cure such breach within thirty (30) days after receiving notice; provided, however, that, (a) for any noncompliance with this Agreement, or Acceptable Use Policies, Digital Architecture may terminate this Agreement in a shorter period of time if such termination is necessary for Digital Architecture to avoid liability or to prevent a service interruption from the Internet Service Provider(s) that provide Internet access or related services to Digital Architecture or (b) for Client's failure to timely pay fees due, Digital Architecture may immediately terminate this

Software License & Hosting Agreement

Agreement. Subject to the prior sentence, Digital Architecture will cooperate with Client to achieve an alternative to avoid early termination for breach. Notwithstanding anything to the contrary in this Agreement, either party shall have the right to immediately terminate this Agreement in the event the other party: (a) terminates or suspends its business; (b) becomes subject to any bankruptcy or insolvency proceeding under United States Federal or state statute that is not cured within sixty (60) days; (c) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority; or (d) has wound up liquidated, voluntarily or otherwise ceased to conduct its business in the normal course.

7.3 Upon Termination. Upon termination or expiration of this Agreement, Client shall immediately pay all amounts due to Digital Architecture as of the date of termination or expiration (and all unpaid charges will be deemed to immediately become due), and immediately cease all use of the Service. Within ten (10) days after termination, Client shall return to Digital Architecture all tangible portions of the Service and all Confidential Information in its possession or control. Termination or expiration of this Agreement does not affect any past or future sums due to Digital Architecture or any legal or equitable remedies available to Digital Architecture. Further, except as otherwise expressly provided herein, all of the Client's rights under this Agreement will end upon the termination or expiration of this Agreement. Any and all provisions, promises and warranties contained herein which by their nature or effect are required or intended to be observed, kept or performed after termination of this Agreement, will survive the termination or expiration of this Agreement and remain binding upon and for the benefit of the parties hereto.

Section 8

MISCELLANEOUS

8.1 Publicity. The parties shall have the right to disclose that they have entered into this license agreement and that the Institution provides the Service to its researchers, staff, and students.

8.2 Injunctive Relief. Because unauthorized use or transfer of the Software or User Documentation, or any information contained therein, may diminish substantially the value of such materials and may irrevocably harm Digital Architecture, if User breaches the provisions of this Agreement, Digital Architecture shall (without limiting its other rights or remedies) be entitled to equitable relief (including but not limited to injunctive relief) to protect its interests.

8.3 All notices shall be in English and in writing and personally delivered or sent by U.S. mail to the other party at its address set forth in the signature blocks, below. The date of personal delivery or the date of mailing, as the case may be, shall be deemed to be the date on which such notice is given.

8.4 All rights and remedies of either party shall be cumulative and may be exercised singularly or concurrently. The failure of either party, in any one or more instances, to enforce any of the terms of this Agreement shall not be construed as a waiver of future enforcement of that or any other term.

8.5 If any provision of this Agreement shall for any reason be held illegal or unenforceable, such provision shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect or impair the validity or enforceability of the remaining provisions of this Agreement. Digital Architecture shall not be liable for failure to fulfill any of its obligations under this Agreement due to causes beyond its control.

8.6 Disputes. Any dispute relating to the terms, interpretation or performance of this Agreement (other than claims for preliminary injunctive relief or other pre-judgment remedies) shall be resolved at the request of either party through binding arbitration.

8.7 Governing Law; Jurisdiction. This Agreement shall be governed and interpreted in accordance with the substantive law of the State of Florida.

8.8 Non-Discrimination. Digital Architecture shall not discriminate and shall comply with applicable laws and Institution policies prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability or veteran status.

8.9 Pricing Information Confidential. Client agrees that any pricing information provided to client, or pricing negotiated as part of this Agreement, shall be deemed proprietary and confidential. Client agrees to keep such pricing information confidential, and to instruct its employees not to disclose such pricing information to any Third Party without the prior written consent of Digital Architecture.

8.10 Independent Contractor. Digital Architecture, its employees and subcontractors, if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the Institution, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to Institution's employees will accrue. Digital

Software License & Hosting Agreement

Architecture will be responsible for compliance with all applicable laws, rules and regulations involving, but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.

8.11 Discontinuity of Operations. Should Digital Architecture discontinue support of the Acalog hosting Service for any reason, the company will ensure a transition period for the customer, during which we will create a flat-file HTML version of the e-catalog Gateway (that does not require the Acalog software or database in order to function), which may be installed on the customer's own web servers to ensure that all current and archived catalogs remain available. With regard to Curriculog,

they customer may, at any time, create archives of proposals either via the reporting tool (CSV format available) or by printing approved proposals to PDF for local network storage.

8.12 Counterparts. The parties may execute more than one counterpart of this Agreement hereto, and each fully executed counterpart shall be deemed an original. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal and delivered as of the date signed by the institutional representative below.

SAMPLE

Acalog™ ACMS™ Software License & Hosting Agreement

SCHOOL NAME Institutional Representative

By: _____ Date: _____

Print Name:

Title:

Digital Architecture

By: _____ Date: _____

Kenneth D. Blais
President & CTO

SAMPLE

Software License & Hosting Agreement

Schedule A

Service Level Specifications

The Service is accessible via a hosted website(s) maintained by Digital Architecture.

Hosted Application Services — Service Level Specifications	
Service	Provision
Network Services	
Uptime	99.99 % ¹
Data Transfer	10 GB / month (each additional 10GB @ \$100 / month)
Disk Space	10 GB (each additional GB @ \$10 / month)
Monitoring	24-hour ICMP monitoring
Software	
Acalog	Gateway (e-catalog portal) Publisher (secure administrative website)
Curriculog	Curriculog Website
Web Statistics (Acalog Gateway)	Google Analytics or similar tag-based system supported.
System Upgrades	Automatic to core product.
Security and Backup	
Firewall	Managed by Digital Architecture.
Backup	Full backup every night, moved off-site to optical media each week.
Required SSL Certificate (for Acalog Publisher and Curriculog Security)	Free use of a "wildcard" certificate paid for and maintained by Digital Architecture (name.acalogadmin.com; name.curriculog.com)
Support Services	
Standard Support Services	E-mail (with emergency phone escalation)
Other Support	Per phone event (@ \$30 /quarter hour [15 min.])

¹ Our commercial hosting provider guarantees 100% uptime of Internet connectivity to their redundant backbone and for hardware services. While we do not expect problems, we stand behind our service by promising to refund 50% of your monthly hosting fee for a network service outage for your Gateway that causes our system to be unreachable for a time period that exceeds 30 continuous minutes. After an additional 30 minutes in the same month, we will refund another 50%, for a total of 100% of your monthly fee. (Refund not to exceed one-month credit. Clients must provide notice of perceived outage within 24 hours to obtain refund. Digital Architecture must be able to demonstrate outage was a result of problems within its hosted environment in order for refund to apply. Outages associated with a customer's local network, or elsewhere on the Internet are beyond our control, and do not qualify for a refund of service fees.)

We plan on scheduled database maintenance totaling no more than 1 hour per month for the purposes of upgrading and improving our software. Sometimes an upgrade requires a server reboot, which may remove a site from service for up to 10 minutes. Your technical contact will be notified in advance of scheduled reboots. Other maintenance may require that the database be restarted, in which case your Gateway and Publisher will display a database maintenance message.

Software License & Hosting Agreement

Schedule B

Support

Getting Started

Our technical team will set up your Gateway and Publisher, and Curriculog websites as part of the initial installation.

The Publisher website includes detailed HELP screens to provide comprehensive support for learning how to manage your catalog(s) using the Acalog ACMS. Training will be provided as specified in the Professional Services Agreement.

Ongoing and Emergency Support

The Acalog and Curriculog hosting, support and upgrade program includes unlimited email support. Emergency phone escalation support is available and you will be provided with an emergency support telephone contact number. During the first 30 days after your Acalog and/or Curriculog systems are activated, you will have unlimited free phone support. After 30 days, emergency phone escalation support is limited to no more than one call per week with a total continuous time of 30 minutes.

Additional phone support, or phone support beyond the emergency phone escalation support, will be billed at \$30 per quarter hour, with the start of each new quarter hour constituting a full quarter hour.

The telephone number for you to call for support is: 863-709-9012 ext. 202.

Additional Support & Professional Services

Many institutions are interested in Professional Services to maximize their catalog functionality and content. After an initial consultation to determine your school's specific needs, we can provide proposals to offer additional support.

Professional Services

Service	Rate
Consulting:	\$150/hour
Training:	\$150/hour (plus materials, travel, etc.)
HTML/CSS:	\$75/hour
Custom Programming:	\$125/hour
Phone Support:	\$30/.25 hour

Software License & Hosting Agreement

Schedule C

Payment Schedule

Software License & Hosting	
Based on FTE* of XXXX :	
Acalog Initial License	\$19,800.00
Acalog Yearly Hosting, Support & Upgrades	\$4,554.00
Acalog Software License & Hosting Total	\$24,354.00
Curriculog Initial License	\$19,800.00
Less: 25% Discount for Combined Purchase	(\$4,950.00)
Net Curriculog Software License Total	\$14,850.00
Curriculog Yearly Hosting, Support & Upgrades	\$4,554.00
Curriculog Software License & Hosting Total	\$19,404.00
Combined Software License & Hosting	\$43,758.00
Professional Services	
Acalog Initial Catalog Transition	\$13,000.00
Curriculog Consulting & Training	\$11,000.00
Combined Professional Services (See Separate Agreement)	\$24,000.00
Contract Total	\$67,758.00

*FTE equals 12-month averaged full-time equivalent enrollment based on IPEDS reporting.

SCHOOL NAME Payment Schedule

Software License & Hosting Agreement

Term The initial term of this agreement is for one (1) year, commencing on the date the agreement is signed by the Institutional representative, and the agreement will automatically be renewed yearly unless notice is provided according to the requirements specified in Section 7.1.

First Invoice – Payable upon contract execution.

\$ 0.00	Combined License fees
\$ 0.00	Combined Hosting and Support
\$ 0.00	Combined Professional Services
\$ 0.00	Total

⁺ PO number, if required by Institution, to be provided within 3 business days of contract execution. Unless otherwise negotiated, payment is due upon receipt of invoice.

Subsequent Years –due on or before the anniversary of the execution of the original contract

\$ 0.00 Combined Hosting and Support

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* Hosting fees are subject to modification on renewal based on: 1) an increase in the institution's FTE count; and 2) an increase in the consumer price index as published by the U.S. Bureau of Labor Standards (<http://www.bls.gov/cpi/>) for CPI-U (All Items, not seasonally adjusted) for the 12-month period prior to the renewal date.

SAMPLE

Schedule D

Acalog E-Catalog Gateway Privacy Policy

We Take Our Customers' Privacy Seriously

This Privacy Statement describes the information gathered, used and disclosed by Digital Architecture, Inc. ("Digital Architecture") on behalf of educational institutions ("Institution") that use the Acalog e-catalog Gateway portal ("Website") hosted on our servers to display online academic catalogs.

Digital Architecture has Institution-specific contracts that prohibit Digital Architecture from obtaining or sharing any personal information that may be gathered by or on behalf of our Institutional customers. However, Digital Architecture does not restrict or control the use of such information by the Institution(s). Please reference the privacy statement published by the Institution(s) for information regarding that Institution's policies in regard to personal information.

Digital Architecture is dedicated to ensuring the integrity of its personal information management so its customers or end users do not unknowingly break the law. Digital Architecture may handle personal information of our Institutional customers' Website visitors and, before providing such information, must know who each client is, have proof of that client's identity, know how to contact that client, and occasionally verify how the client is using the Acalog ACMS.

Why We Collect Information

As a provider of outsourced academic e-catalog and other Internet-based technologies, Digital Architecture electronically supports the collection and maintenance of limited personal information required by educational institutions from those who make use of certain e-catalog personalization features.

How We Collect Information

Each Institution controls whether to enable e-catalog personalization features. The Institution(s) may choose to permit e-catalog users to create a basic login account in order to save personalized e-catalog content. The information provided during registration, such as name, e-mail address, and institution affiliation, are used solely to support the ability for the user to store personalized content. The Acalog administrative workflow where personalization features may be enabled includes the following statement: "Note: The use of encryption (secure sockets layer, or SSL) for the Acalog ACMS Gateway is not required in order to enable the following options. As interpreted by the American Association of Collegiate Registrations and Admissions Officers (AACRAO), name or email information are 'not generally considered harmful or an invasion of privacy if disclosed' under the Family Educational Rights and Privacy Act (FERPA). You should, however, consult your institutional FERPA policy before enabling these options."

When personalization features are enabled, Digital Architecture stores this information on its servers and makes the information available solely to our customer Institution(s). If the user creates a password, it is encrypted prior to storage in the database.

Digital Architecture gathers personal information primarily through "opt-in" forms. We use "cookie" technology to enable certain functionality within Digital Architecture Internet software products. (Cookies are packets of information sent by a web server to a browser, stored temporarily by that browser, and then sent back to the server to enhance the experience for an end user.) Digital

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Architecture cookies are used only for authentication and session state information. When a user's browser is closed, the cookie information is deleted from our database(s).

Digital Architecture does not use cookies to track or gather personal information about end users.

Tracking and Web Log Analysis

Digital Architecture maintains standard web log of browser connections and information requests. This information is maintained for security reasons in log files that are rotated on a regular basis. Only general browser agent information is maintained; no personal information is tracked. The web logs can be made available to Institutional customers on request, or to law enforcement with prior written permission from the Institutional customer, or lawful subpoena.

At the request of an Institutional customer, Digital Architecture may apply page-based analytics code provided by the customer to support general browser tracking systems, such as Google Analytics (<http://www.google.com/analytics/>) or Yahoo Analytics (<http://web.analytics.yahoo.com/>).

Sharing Information

Digital Architecture does not share, sell, or rent any information gathered on behalf of our Institutional customers. Digital Architecture does recognize that each Institution has a right to own and manage any personal user information collected or provided, and Digital Architecture does not assume responsibility for the privacy practices of its Institutional customers.

Opt-In

Digital Architecture provides "opt-in" opportunities via its Acalog ACMS product to permit prospective students to request admissions assistance. We use an e-mail address to confirm registration and the validity of e-mail addresses.

Opt-Out

Where applicable, Digital Architecture provides end users with the opportunity to "opt-out" of receiving unsolicited communication from our Institutional customers.

E-mail Communication

E-mail addresses are required in order to authenticate end users who wish to obtain personalization features. We do not rent out or sell e-mail addresses to third parties for unsolicited e-mail communications. We do not make use of e-mail addresses saved by the system to send unsolicited e-mail.

Security

The Digital Architecture Website has security measures that protect the loss, misuse and alteration of information under our control.

The Acalog ACMS requires a username and password combination to utilize secure system features. In addition, Digital Architecture recommends to our clients that they employ secure sockets layer (SSL) technology where appropriate.

The Acalog ACMS has been designed to allow users to view only the information that they have been permitted to view according to our institutional partners' needs. Student users, for example, may only view information for their own portfolio of program and course information.

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Digital Architecture constantly monitors systems for unauthorized use. Tools employed to minimize hacking attempts include firewalls, periodic administrator password rotations, continuous review and implementation of third-party security updates, and log file analyses.

Institutional customers only have access to their own demographic information based on use of a tracking system as described above. Institutional customers are responsible for and in control of any user information they choose to gather through the Acalog ACMS.

All Digital Architecture employees are bound by agreements requiring them to maintain the confidentiality of any information they become privy to.

Contacting Digital Architecture about this Privacy Policy

Upon request, an individual shall be informed of the existence, use, and disclosure of his or her personal information and shall be given access to that information. An individual shall be able to challenge the accuracy and completeness of the information and have it amended as appropriate. If you have any questions about this Privacy Policy, the practices of Digital Architecture, or this Website, you can contact:

info@digarc.com
Digital Architecture
PO Box 7791
Lakeland, Florida 33807

Schedule E

API RULES AND CONDITIONS

This Schedule sets forth the terms on which Digital Architecture makes the Acalog API (as defined below) available for use by approved licensees of the Acalog ACMS. Access to and use of the Acalog API requires that a duly authorized representative of the Institution to agree to be bound by the following API Rules and Conditions.

Acalog API

The Acalog API provides the Institution with the ability to search and retrieve structured (XML formatted) public and private academic catalog content from the Acalog ACMS in order to build external services ("Applications") that rely on catalog content stored in Acalog.

The API is provided as an XML-based read-only Web service, which is secured by use of either a private or public key, which may be generated and obtained from workflow in the Acalog Publisher. The private key permits access to all catalog content, including content that may otherwise be set to a status of "inactive" or not "published". The public key limits access to content that is published and available through the Institution's Acalog e-catalog Gateway.

Rules and Conditions

1. Institution may use the Acalog API to develop Applications to search, retrieve, view, and display catalog content anywhere within its institutional website, and only under Institution's *.edu domain. Institution is entirely responsible for the development of said Applications; and for security, maintenance, troubleshooting, performance, availability, usability, function, form, and applicability of use. API documentation will be provided.
2. Institution may permit its staff, faculty, researchers, students, and prospective students to use the Applications developed using the API for academic and educational purposes only.
3. Institution may use the API to develop Applications to integrate catalog content from Acalog with other campus systems, but may not provide API documentation ("Documentation"), or public or private API keys, to any third-party without the express written consent of Digital Architecture.
4. Digital Architecture shall have the right to use and adapt Institution's public catalog content available through the API in order to provide enhanced services to the Institution, to its customers, and to the general public.
5. Requests to the API by the Institution's Applications should not exceed 150 per hour. This rate limit is put into place to prevent excessive use of the API. Best practices should be observed to avoid exceeding this limit. They are as follows:
 - a. Caching. Store API responses in your Application or on your website if you expect high-volume usage. For example, avoid calling the API on every page load of your website. Instead, call the API infrequently, cache the response on your end, and display the local version on page loads.
 - b. Prioritize and limit highly interactive hits. For example if you have a custom search that utilizes the API, implement your own limits such as total number of searches allowed by

Software License & Hosting Agreement

IP or preventing the user from performing a search more than once every 10 seconds. Caching search results is also a good idea.

6. You may apply to have the rate limit referenced above increased, by which your Application will be "whitelisted". Depending on use, the Institution may be required to pay an additional maintenance fee as compensation for additional bandwidth or system resources associated with use of the API beyond the rate limit. A request for whitelisting must be submitted via the Acalog Publisher Support module, and should include the following:
 - a. Describe your application in detail:
 - b. Will you be developing this in-house or is this for an external project:
 - c. Approximate number of hits per hour to the API:
 - d. Contact information for the project manager and lead developer for this application:
7. You may apply for permission to provide your public key to a third-party for use outside of your *.edu domain. Such use may not violate the terms of this Schedule, or of the Software License and Hosting Agreement. The third-party may be required to execute a confidentiality agreement related to use of the API and related documentation. Depending on use, third-party or the Institution may be required to pay an additional maintenance fee as compensation for additional bandwidth or system resources associated with use of the API. A request for such use must be submitted via the Acalog Publisher Support module, and should include the following:
 - a. Business name and address of third-party:
 - b. Planned use of the API by the third-party:
 - c. Approximate number of hits per hour to the API:
 - d. Contact information for business and technical representatives of the third-party:
8. Institution may not separately extract and provide or otherwise use data elements from the API to enhance the data files of third parties.
9. Institution further agrees not to otherwise reproduce, modify, distribute, decompile, disassemble or reverse engineer any portion of the API or API documentation.
10. If Institution becomes aware that any user of the API or Institution-developed Applications is in material breach of these API Rules and Conditions, Institution agrees to notify Digital Architecture promptly of such breach by e-mail to support@digarc.com, and to take prompt corrective action at its expense to remedy such breach.
11. Digital Architecture reserves the right, at its sole discretion, to disable use of and access to the API for failure to follow these Rules and Conditions. Digital Architecture will, however, make a good-faith attempt to provide notice of breach, and provide reasonable time for correction prior to taking action to disable access to the API.

Software License & Hosting Agreement

This Agreement last updated:

Updated 11_20_2014 kdb

SAMPLE



DIGARC
curriculum + catalog



Professional Services Agreement


ACALOG


CURRICULOG

Prepared For:

School Name

Name

Account Executive
Digital Architecture
866.328.9012 xXXX
email@digarc.com

This Professional Services Agreement is entered into by and between **School Name**, a higher education institution having a principal place of business in **City, State** ("Client", "Institution"), and Digital Architecture, Inc. ("Digital Architecture"), and is effective as of the date signed by the Institutional Representative below.

WITNESSETH:

WHEREAS, Client desires to engage Digital Architecture to perform catalog implementation services for Client; and

WHEREAS, Client and Digital Architecture desire to have such services performed in accordance with the terms and conditions hereof; and

NOW, THEREFORE, for good and valuable consideration paid, the receipt whereof is hereby acknowledged, Client and Digital Architecture hereby agree as follows:

1. Services Provided

Digital Architecture shall render the services (the "Services") on a non-exclusive basis and shall deliver the deliverables (the "Deliverables") to Client, as defined in and in accordance with Schedule A attached hereto, under the terms and conditions set forth herein.

2. Warranties

- A. Digital Architecture shall perform the Services and provide Deliverables in an efficient, professional and workmanlike manner, consistent with industry standards and the specifications set forth in Schedule A.
- B. Client shall meet its obligation to provide content, maintain scope, engage in training, and other activities necessary for a successful implementation as set forth in Schedule A.
- C. Digital Architecture shall have no obligation to provide support or other Services related to the Deliverables beyond the scope as set forth in Schedule A. The warranties set forth herein are exclusive and are in substitution for all other warranties, obligations and liabilities of Digital Architecture.

3. Independent Parties

Digital Architecture is and shall be an independent contractor, and nothing contained in this Agreement shall be construed to make Digital Architecture an employee, agent, partner or joint venture of Client, and Digital Architecture shall not have the right to bind Client to any agreement with a third party or to incur any obligation or liability on behalf of Client. No fringe or employee benefits are to be provided to Digital Architecture by Client.

4. Compensation, Expenses, and Billing

In full consideration for all Services to be rendered by Digital Architecture hereunder and for the

Deliverables, Client agrees to pay Digital Architecture fees and expenses as set forth in Schedule B attached hereto in accordance with the payment terms and conditions set forth therein.

5. Confidential and Proprietary Information

- A. The parties acknowledge that in the course of Digital Architecture's Services hereunder, Digital Architecture may have access to confidential and proprietary information relating to the business of Client. Digital Architecture recognizes and acknowledges the interest of Client in maintaining the confidential nature of its proprietary and confidential information and agrees that it will not for any reason or at any time, whether before or after termination of its engagement, directly or indirectly, disclose or use, except as required in the course of and in connection with its engagement with Client or when and as authorized in writing to do so by the Client, any information declared in advance by the Client to be proprietary or confidential (hereinafter referred to as "Proprietary Information"). Client and Digital Architecture understand and agree that the terms of this paragraph shall survive the termination of this Agreement.
- B. All Proprietary Information shall be and remain the sole property of Client. Upon termination of its engagement hereunder, Digital Architecture shall deliver all Proprietary Information promptly to Client and shall not make, retain or distribute any copies thereof, except as required in the course of and in connection with provision of services related to hosting the Client's academic catalog management system.

6. Inventions and Work

- A. Client agrees that any work heretofore or hereafter prepared for Client, excluding the Deliverables, that results in new inventions, improvements, concepts, or ideas made or conceived by Digital Architecture in connection with and during the performance of Services hereunder and related to the business of Client (collectively, the "Work") shall be the exclusive property of Digital Architecture.
- B. Notwithstanding paragraph 6(A) above, Client acknowledges and agrees that Digital Architecture may, in and in connection with its business of providing academic catalog management solutions, and other professional and technological services to others, utilize general knowledge and know-how learned in performing Services hereunder; provided, however, that Digital Architecture may not (i) use or disclose any Proprietary Information, or (ii) use or disclose any intellectual property of Client except as provided herein.

7. Indemnification

Except with respect to the parties obligation to indemnify the other pursuant to this Agreement, the parties agree that Digital Architecture's liability to the Institution and Institution's liability to Digital Architecture, for damages resulting from any cause whatsoever shall be limited to the charges paid by the Institution for the applicable item which is the basis of the claim.

Digital Architecture will indemnify, hold harmless and defend Institution, its officers, directors, employees, parent companies, subsidiaries and agents from and against any and all claims, damages, costs and expenses, including attorney's fees and litigation costs arising from Digital Architecture's breach of any obligations or duties relating to this Agreement and from any claim by

a third party that any of Digital Architecture's services or deliverables infringe the intellectual property rights of another. This indemnification obligation shall survive the termination of this Agreement. In addition, Institution will indemnify, hold harmless and defend Digital Architecture, its officers, directors, employees, parent companies, subsidiaries and agents from and against any and all claims, damages, costs and expenses, including attorney's fees and litigation costs arising from Institution's breach of any obligations or duties relating to this Agreement.

8. Term

This Agreement shall continue in force until terminated in accordance with Section 9 of this Agreement, or until expiration upon completion of the Services and provision of the Deliverables.

9. Termination

- A. Termination for Cause. Either party may terminate this Agreement upon thirty (30) days written notice to the other party in the event of a material breach of any provision of this Agreement, provided that, the breaching party fails to perform or cure said breach within thirty (30) days after written notice thereof.
- B. Rights and Obligations Upon Termination. Termination of this Agreement shall not affect rights and obligations accruing prior to the date of termination or relating to confidential or proprietary information. Upon termination, Client shall be responsible for and agrees to pay amounts owed for Services actually performed and invoiced in accordance with this Agreement prior to the date of such termination. Upon termination, Digital Architecture shall deliver to Client all Work, whether finished or in process, performed in accordance with this Agreement.

10. Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida, without regard to principles of conflicts of law thereof.

11. Waiver

The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of any provision of this Agreement.

12. Entire Agreement

This Agreement sets forth the entire understanding between the parties relating to the subject matter of Services and Deliverables, and supersedes any previous understandings or agreements, written or oral, between Digital Architecture and Client unless otherwise referred to in this agreement. This Agreement may be modified only by an agreement in writing signed by both parties.

13. Agreement Binding on Successors

This Agreement shall inure to the benefit of and be binding upon the Client and Digital Architecture and their respective successors, executors, administrators, heirs and/or permitted assigns; provided, however, that Client may not make any assignment of this Agreement or any interest therein, by operation of law or otherwise, without the prior written consent of Digital Architecture.

14. Severability

The provisions of this Agreement are deemed by the parties to be severable, and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision.

15. Headings

Headings used in this Agreement are for convenience only and shall not be considered in construing or interpreting this Agreement.

16. Counterparts

The parties may execute more than one counterpart of this Agreement hereto, and each fully executed counterpart shall be deemed an original. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal and delivered as of the signed by the Institutional Representative below.

School Name Institutional Representative

By: _____ Date: _____

Print Name: _____

Title: _____

Address: _____

Address: _____

City: _____ State: _____ Postal Code: _____

Phone: _____

Email: _____

Digital Architecture

By: _____ Date: _____

Kenneth D. Blais
President & CTO

Schedule A

Acalog Project Description

Professional services include transition of the [catalog name(s) here] into the academic catalog management system. Specific resources will be allocated at the discretion of Digital Architecture. It is estimate that the project will be ## to ## weeks in duration. Start dates will be determined upon receipt of content, contracts and payment.

[SCHOOL NAME/ABBREV] Requirements and Responsibilities

Catalog Content

Digital Architecture will schedule this project upon execution of this agreement. The project schedule will be reviewed by Client's Administrative Contact for the project, and confirmed during the initial project start meeting. It is assumed the Administrative Contact will make access to the items described below in a timely manner (within 5 business days). If access to the information is delayed, it may be necessary to modify the scope and/or schedule for the project.

The information required from the Client includes:

1. Current Catalog

Client will provide an electronic copy of the text of the [catalog name(s) here] to Digital Architecture in PDF format. Client will also mail 4 hard-copy paper versions of the catalog to Digital Architecture prior to the scheduling of the transition project. The hard copies should be either in book form, or printed on hole-punched paper (and should not be printed in duplex format). Alternatively, Digital Architecture will submit the electronic catalogs provided to a vendor for printing and remit the cost to Client.

Client affirms that the catalogs provided are in their final form, and that the content as provided represents the reference documents that will be used to build the catalog in Acalog. However, it is fully expected that our consultants and Client may mutually agree to modify the way content is organized to optimize the display for a Web-based presentation. Requests for the addition or removal of content, or changes to wording or requirements may result in a scope modification (see below under Change Management).

Administrative Contact & Responsibilities

To ensure accurate and timely transition of all existing information, Client will provide access to one Administrative Contact, and one alternate contact. Client may have as many members on its project

team as necessary, but any and all directives to the Digital Architecture Implementation Team must come from the Administrative contact or alternate contact.

The Administrative Contact and alternate must participate in the training program. Training is a critical aspect of a successful implementation project. Because some concepts used in Acalog may be new or unfamiliar, we coordinate training and consulting with each phase of the project to ensure Client representatives have a clear understanding of the tools and workflows that will be used to build and manage the catalog content. The training will include exercises providing participants with hands-on experience using the system. Participants must be prepared and willing to fully engage in the training program.

Both the Administrative Contact and alternate should have a thorough understanding of Client's curriculum, and must have experience using interactive Web forms (such as used in e-commerce and online banking). In order to maintain the project schedule, it is expected that the Administrative Contact or alternate will reply in a timely manner (less than 48 hours) to inquiries from Digital Architecture Implementation Team members.

Change Management

Digital Architecture is committed to meeting the goals, expectations, and timelines established by Client. Our project managers will provide Client with documentation so that Client can track progress, review timelines, and plan for key reviews, consulting, or training events that require input from Client. A successful outcome for the project requires diligence in meeting deadlines both by Client and by Digital Architecture personnel.

We also recognize that it is sometimes necessary to make adjustments to schedules and project scope. In some cases, significant schedule changes required by Client, or requests for changes that are outside the scope of the project, may require additional hours, and will result in additional cost to Client. If our project managers identify scheduling issues that prevent our transition staff from moving forward on your project, or customer requests that are out of scope, we will notify you immediately and provide a written description of the scope change, and cost estimate.

Any scope changes must be approved by Client prior to being incorporated into a revised project plan and schedule, and a Purchase Order number for the cost of the modification must be provided by Client in order for the additional work to be performed.

Acalog Project Scope

All catalog transition projects include a similar set of deliverables. Based on the perceived complexity of a project, or based on a request by a customer for specific extra focus or need, we recommend that a particular number of consulting hours be applied to a task. These tasks include:

- **Project Start/Content Review Consultation.** You will meet our team, confirm scheduling, and be provided with a more detailed outline of project milestones. The second phase of this meeting will include a detailed analysis of the supplied academic content and an outline of our recommendations and the options for the most effective ways to present your content in an e-catalog format.

- **Gateway Overview and Navigation.** We will work with you to define your e-catalog navigation (table of contents) and how we should best order, organize, and label front/back-of the matter. We also will begin the process of customizing your e-catalog Gateway to match the look and feel of your school's Website.
- **Hierarchy, Types and Courses Database Consulting.** We will document the functional relationship between your courses, programs, departments, and schools/colleges (if applicable), including type information, and course data points.
- **Programs and Filters Build.** We'll work with you to establish a consistent template for your programs, create your programs in the system, and suggest the most effective ways to use system filters to display your program and other content.
- **Training.** Training is completely integrated with the consultative elements of the implementation. Each area of the system and portion of the process is broken down into stages whereby training takes place and consulting related to the items covered is conducted. This model ensures that our clients are fully informed throughout and comfortable with project as it progresses. This approach also provides opportunities for feedback, dialogue and customized training that is not typical of other training models.
- **Reviews.** You will be asked to examine our work at various milestones, to ensure our interpretation of your directives for implementation meet your expectations.
- **Activation.** By this stage, you will be fully trained, and will have given your final approval for the implementation. We will hand over control of your Acalog™ installation to you. This will be when you make your e-catalog Gateway live on your institutional Website, when you move into our standard Customer Care system, and when our team moves on to their next project.

The cost-estimate categories we associate with these tasks include:

- **Training and Consulting.** You likely will have been introduced to one of our Implementation Consultants prior to the start of the project. An Implementation Consultant will lead discussions with you that require content analysis and documentation. One of our Client Education Specialists will provide targeted training for you during the course of the project. They work in partnership with you and with the Project Manager. The number of hours assigned to this category will depend on pre-sales discussions you have had with a Senior Consultant or with your Account Executive. Please note that long distance telephone costs associated with call-in for training or consulting is the responsibility of Client.
- **Project Management.** The Project Manager leads the transition specialists and manages the overall data migration, testing, review and approval phases. The Project Manager will be your primary contact for the duration of the implementation.
- **Policy/Narrative Content Build.** This represents the time required to extract your front-of-the-book narrative content and enter it into Acalog.
- **Courses Database Build.** We will need to convert your text-based course information into distinct fields in a spreadsheet that can then be imported into system. This can be a very time consuming process, which will be reflected in the cost estimate.
- **Programs Build.** One of the significant benefits of a system like Acalog is that programs can be treated as data in the system. This creates tremendous efficiencies in management your content, but it also means we don't just cut and paste content in — we actually build your programs based on a well-defined template.

Acalog Project Cost

Item	Description	Hours/Rate	Cost
Project Management	Standard project management.	# hours @ 75.00/hour	price
Training	Standard Web-based training will be provided for up to two hands-on participants and any number of observers.	# hours @ \$150.00/hour	price
Consulting	Consulting limited to that outlined in project tasks above.	# hours @ \$150.00/hour	price
Policy/Narrative Content	Creation of all narrative/policy content.	# hours @ 75.00/hour	price
Courses Database Build	Identification of course data fields, creation and import of courses file(s).	# hours @ 75.00/hour	price
Programs Database Build	Creation of programs template/style, Identification and construction of all programs	# hours @ 75.00/hour	price
		Total Hours: ??	Total Price: ??

Based on our discussions with the Client, we believe the hours allocated above will provide for an effective content transition and training. Delays, unusual requests, or scope change may require additional hours. The Project Manager will carefully monitor hours used, and will promptly notify the Administrative Contact in the event there is a possibility that allocated hours will be exceeded for any reason.

Other Costs. Some likely expenses are not included in the Project Cost above. Costs to be borne by the Client include its own long-distance telephone charges, possible charges for overnight shipping (if necessary), and printing (if necessary).

Curriculog Project Description

Professional services include:

- Application training (train-the-trainer model)
- Curriculum Consultation
- Project Management
- Conversion, creation and implementation of the institution's current curriculum development forms and processes (including users, roles and role types).

Specific resources will be allocated at the discretion of Digital Architecture. It is estimate that the project will be ## to ## weeks in duration. Start dates will be determined upon receipt of content, contracts and payment.

[schoolname] Requirements and Responsibilities

Digital Architecture will schedule this project upon execution of this agreement. The project schedule will be reviewed by [schoolname] 's Administrative Contact for the project, and confirmed during the initial project start meeting. It is assumed the Administrative Contact will make access to the items described below in a timely manner (within 5 business days). If access to the information is delayed, it may be necessary to modify the scope and/or schedule for the project.

The information required from the Client includes:

All current Curriculum Development Forms and Process Charts

[schoolname] will provide an electronic copy of all existing curriculum development forms and models/charts depicting the current approval processes.

While the goal for the Curriculog project is to implement the institution's current processes, the nature of conversion from a manual paper process to an automated web-based one may result in extensive modification. It is fully expected that our consultants [schoolname] may mutually agree to modify the institutional processes to facilitate inclusion into the application. Requests for the additional changes after implementation of the approved modifications has begun may result in a scope change (see below under Change Management).

Administrative Contact & Responsibilities

To ensure accurate and timely transition of all existing information, [schoolname] will provide access to one Administrative Contact, and one alternate contact. [schoolname] may have as many members on its project team as necessary, but any and all directives to the Digital Architecture Implementation Team must come from the Administrative contact or alternate contact.

The Administrative Contact and alternate must participate in the training program. Training is a critical aspect of a successful implementation project. Because some concepts used in Curriculog may be new or unfamiliar, we coordinate training and consulting with each phase of the project to ensure [schoolname] representatives have a clear understanding of the tools and workflows provided by our software applications. The training will include exercises providing participants with hands-on experience using the system. Participants must be prepared and willing to fully engage in the training program.

Both the Administrative Contact and alternate should have a thorough understanding of [schoolname]'s curriculum, and must have experience using interactive Web forms (such as used in e-commerce and online banking). In order to maintain the project schedule, it is expected that the Administrative Contact or alternate will reply in a timely manner (less than 48 hours) to inquiries from Digital Architecture Implementation Team members.

Change Management

Digital Architecture is committed to meeting the goals, expectations, and timelines established by [schoolname]. Our project managers will provide [schoolname] with documentation so that [schoolname] can track progress, review timelines, and plan for key reviews, consulting, or training events that require input from [schoolname]. A successful outcome for the project requires diligence in meeting deadlines both by [schoolname], and by Digital Architecture personnel.

We also recognize that it is sometimes necessary to make adjustments to schedules and project scope. In some cases, significant schedule changes required by [schoolname], or requests for changes that are outside the scope of the project, may require additional hours, and will result in additional cost to [schoolname]. If our project managers identify scheduling issues that prevent our transition staff from moving forward on your project, or customer requests that are out of scope, we will notify you immediately and provide a written description of the scope change, and cost estimate.

Any scope changes must be approved by [schoolname] prior to being incorporated into a revised project plan and schedule, and a Purchase Order number for the cost of the modification must be provided by [schoolname] in order for the additional work to be performed.

Curriculog Project Scope

All projects include a similar set of deliverables. Based on the perceived complexity of a project, or based on a request by a customer for specific extra focus or need, we recommend that a particular number of consulting hours be applied to a task. These tasks include:

- **Project Start/Product Demonstration.** You will meet our team, confirm scheduling, and be provided with a more detailed outline of project milestones. The second phase of this meeting will include a demonstration of the application and discussion of key concepts and capabilities.

- **Curriculum Process Review and Analysis.** Our consultants will review and evaluate your current curriculum forms and processes to determine the best approach for implementation. Discussions will include best practice recommendations, future considerations, potential issues, enhancements or revisions.
- **Proposal Form Development.** Our teams will create initial versions of all proposal forms for discussion and approval.
- **Workflow Modeling.** Once all forms have been approved, our teams begin modeling the institution's curriculum review and approval processes. Consulting will be focused on ensuring compliance with institutional goals needs while taking advantage of the process enhancements available through effective use of the application.
- **Training.** Training is completely integrated with the consultative elements of the implementation. Each area of the system and portion of the process is broken down into stages whereby training takes place and consulting related to the items covered is conducted. This model ensures that our clients are fully informed throughout and comfortable with project as it progresses. This approach also provides opportunities for feedback, dialogue and customized training that is not typical of other training models.
- **Reviews.** You will be asked to examine our work at various milestones, to ensure our interpretation of your directives for implementation meet your expectations.
- **Activation.** By this stage, you will be fully trained, and will have given your final approval for the implementation. We will hand over control of your Curriculog™ installation to you. At this point you move into our standard Customer Care system, and our team moves on to their next project.

The cost-estimate categories we associate with these tasks include:

- **Project Management.** The Project Manager leads the transition specialists and manages the overall data migration, testing, review and approval phases. The Project Manager will be your primary contact for the duration of the implementation.
- **Training.** One of our Client Education Specialists will provide targeted training for you during the course of the project. They work in partnership with you and with the Project Manager.
- **Consulting.** This represents the time required effectively analyze, discuss and document existing forms and processes including any best practice recommendations, future considerations, potential issues, enhancements or revisions to the current institutional processes.
- **AP Development.** Work includes:
 - *Proposal Form Development.* Our teams will create initial versions of all proposal forms for discussion and approval.
 - *Workflow Modeling.* Once all forms have been approved, our teams begin modeling the institution's curriculum review and approval processes. Consulting will be focused on ensuring compliance with institutional goals needs while taking advantage of the process enhancements available through effective use of the application.
- **Users, Roles and Role Types.** This is the phase during which user accounts are created and the various user roles are defined and configured for participation in the workflow process.

Please note: The number of hours assigned to these categories will depend on pre-sales discussions you have had with a Senior Consultant or with your Account Executive. Please note that long distance telephone costs associated with call-in for training or consulting is the responsibility of [schoolname]

Curriculog Project Cost

Item	Description	Hours/Rate	Cost
Project Management	Standard project management.	?? hours @ 75.00/hour	??
Training	Web-based Administrator and	?? hours @ \$150.00/hour	??
Consulting	Consulting limited to that outlined in project tasks above.	?? hours @ \$150.00/hour	??
AP Development	Creation forms and processes	?? hours @ 75.00/hour	??
Users, Roles and Role Types	Creation of users, roles and role types.	?? hours @ 75.00/hour	??
Systems Integration	Data integration with external systems	?? hours @ 75.00/hour	??
		Total Hours: ??	Total Cost: ??

Based on our discussions with the Client, we believe the hours allocated above will provide for an effective content transition and training. Delays, unusual requests, or scope change may require additional hours. The Project Manager will carefully monitor hours used, and will promptly notify the Administrative Contact in the event there is a possibility that allocated hours will be exceeded for any reason.

Other Costs. Some likely expenses are not included in the Project Cost above. Costs to be borne by the Client include long-distance telephone charges, possible charges for overnight shipping (if necessary), and printing (if necessary).

Schedule B

Payment Schedule

The cost for professional services are indicated in the "Project Cost" section in Schedule A above. Detailed payment terms are located in Schedule C of the separate " Software License & Hosting Agreement".

Last Modified: 6-2-14 by JTR

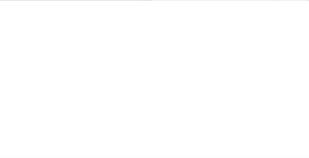


Information & Cost Proposal



PREPARED FOR :

James Madison University



March 1, 2016
Wes Miller
Account Executive, Digarc
wmiller@digarc.com
863-709-9012 x115



COMPANY BACKGROUND & PHILOSOPHY

Digarc is a higher education solutions provider. We design and develop enabling technologies to support the complex information requirements of colleges and universities. We focus on solutions to support the development, management, and publishing of curriculum information. We provide professional services in support of our products.

COMPREHENSIVE CURRICULUM SOLUTIONS

Our catalog publishing solution, Acalog, is in use by hundreds of colleges and universities in the United States and abroad. Many of our customers have been using Acalog for more than 10 years. We coined the term, “Academic Catalog Management System” (ACMS), and we’re proud to see it now in common use.

Our latest solution, Curriculog, is the culmination of years of research with input directly from our customers on what they need in a curriculum management solution. Curriculog integrates with Acalog, and with student systems. It streamlines curriculum approval processes, and makes approved courses and programs available for catalog publishing.

COMMUNITY INSPIRED INNOVATION

At Digarc, our core values include a recognition that today's technologies are invented by those who use them, and that those who create them need merely to listen and respond. We provide forums for our customers, a “university” rich with video tutorials, free monthly webinars, and free comprehensive training programs. We’re known for our world-class product support. We’re respected for our focus on constant innovation and enabling technology solutions. We know the process of creating, assessing, developing, and publishing curriculum and catalog information can be cumbersome, complex, and time consuming. We’re prepared to listen, and we’re ready to help.

PRICING MODEL

Both Acalog and Curriculog are provided as hosted solutions, in which Digarc assumes responsibility for hardware and network services and support. A discount is provided for the simultaneous purchase of Acalog and Curriculog.

Pricing for each system is dependent on the size of the school community served, and is based on a 12-month averaged full-time-equivalent number of students (FTE). Unless provided with more timely information from the institution, we obtain the most current self-reported FTE information from the National Center for Education Statistics (NCES).

The standard pricing structure is made up of three components:

1. License: A one-time charge for limited grant of perpetual license to use the software. The license provides assurance of business continuity using the software.
2. Hosting, Support and Upgrades: An annual contract for hardware and network services, support, and automatic upgrades to the core product(s).
3. Professional Services: A one-time charge to provide, consulting, training, and implementation.

Additional services are available, including consulting on catalog content structure, designing a catalog-change process using the system, and also custom training, if desired.

COST PROPOSAL DETAILS

For James Madison University, based on an NCES FTE count of 20,079:

Curriculog

Licensing	\$83,930.00
Hosting, Support and Upgrades (Annual)	\$19,304.00
Professional Services (Catalog Transition)	\$18,600.00

Curriculog Total Year-One Cost: \$121,834.00

Curriculog Total Annual Cost (Beginning Year-Two): \$19,304.00

Acalog

Licensing	\$83,930.00
Less: 25% Discount for Combined Purchase	(\$20,983.00)
Net Acalog Software License Total	\$62,948.00
Hosting, Support and Upgrades (Annual)	\$19,304.00
Professional Services (Consulting, Training)	\$23,700.00

Acalog Total Year-One Cost: \$105,952.00

Acalog Total Annual Cost (Beginning Year-Two): \$19,304.00

Combined Totals

Total Year-One Combined Cost: \$227,786.00

Total Annual Combined Cost: \$38,608.00

Total 9-Year Combined Cost: \$536,650.00

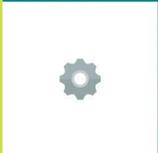
Thank you very much for the opportunity to be considered as a potential vendor to James Madison University. We look forward to the opportunity to provide your institution with excellent and responsive service and support that enables you to continue to provide outstanding resources to your current and prospective students, and to your academic community.

The pricing provided in this proposal is valid for 60 days.



CURRICULOG™

IMPLEMENTATION AND TRAINING
OVERVIEW



This document is designed to provide a summary and overview of our standard Curriculog implementation process.



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Implementation Overview

Digarc's unique approach integrates the training of your personnel with the consultative elements of the implementation process. Consisting of a series of comprehensive stages, this process is designed to ensure complete understanding of your institution's processes and goals, and how they can be successfully realized through the set up and configuration of Curriculog.

Implementation teams are comprised of a dedicated consultant, project manager, and trainer, as well as integration and transition specialists. Our teams work as a cohesive unit with all members involved throughout the process, maintaining an open and consistent line of communication with you as well as each other – you will not be simply passed from one area to another as the project evolves. Each individual is responsible in his or her own way for the success of the entire project as a whole.

Using a train-the-trainer model via interactive screen-sharing software, your personnel will complete targeted, in-depth training, ensuring a full understanding of the system tools, concepts, and functions of the software prior to consulting sessions. Access to a sandbox environment to practice workflows is provided to strengthen your team's understanding of items covered in training.

During the consulting sessions, the implementation consultant will lead discussion in determining the formation of the institution's curriculum review and approval processes within Curriculog. The objective of these sessions is to utilize best practice, institutional goals, and to leverage process enhancements available through effective use of the software to best configure Curriculog to meet the needs of the institution.

Implementation stages are determined by the scope of the institution's current curriculum review and approval processes, and will be determined during the initial Curriculum Process Review and Analysis project phase. However, each implementation will include a project start meeting, a series of training and consulting sessions, and a project wrap-up meeting. At the end of this project, your curriculum team will be fully trained and capable of creating, modifying and executing curriculum approval processes.

In addition to the training and consulting sessions, our transition team will migrate your current curriculum development forms, processes, institutional hierarchy, and users, roles and role types into Curriculog based on decisions made during the consulting sessions.

After implementation, our customer care team takes over and provides a level of quality support unmatched in our industry. We retain our leadership position by acting as a technology partner for our customer institutions.

Training Overview

We view each project we launch as the start of a relationship and collaborative partnership, and this relationship is the very core of our team approach.

DIGARC TEAM ROLES

Your consultant will lead discussions with you that require review and documentation. They will also act as the point of contact during the project for process discussions including any best practice recommendations, future considerations, potential issues, enhancements or revisions to the current institutional processes and ensure compliance with institutional goals.

Your trainer will conduct targeted, milestone-specific training in advance of consulting sessions. This model is designed to provide you with an understanding of the system tools we will be using as well as the concepts employed in consulting sessions.

Both individuals work in partnership with the project coordinator, who leads the transition specialists and manages the overall migration of forms and processes, testing, review and approval phases. The project coordinator will be your primary contact for the duration of the implementation.

Transition specialists migrate your current curriculum development forms, processes, and users, roles and role types and bringing any potential issues forward for resolution by the consultant or project manager.

PROJECT PHASES AND DELIVERABLES

All projects include a similar set of deliverables. Based on the perceived complexity of a project, or based on a request by a customer for specific extra focus or need, we will apply a particular number of consulting hours to a given task. These tasks include:

Project Start/Product Demonstration

You will meet our team, confirm scheduling, and be provided with a more detailed outline of project milestones. The second phase of this meeting will include a demonstration of the application and discussion of key concepts and capabilities.

Curriculum Process Review and Analysis

Our consultants will review and evaluate your current curriculum forms and processes to determine the best approach for implementation. Discussions will include best practice recommendations, future considerations, potential issues, enhancements or revisions.

Proposal Form Development

Our teams will create initial versions of all proposal forms for discussion and approval.

Workflow Modeling

Once all forms have been approved, our teams begin modeling the institution's curriculum review and approval processes. Consulting will be focused on ensuring compliance with institutional goals while taking advantage of the process enhancements available through effective use of the application.

Training

As stated previously, training is completely integrated with the consultative elements of the implementation. Each area of the system and portion of the process is broken down into stages whereby training takes place and consulting related to the items covered is conducted. This model ensures that our clients are fully informed throughout and comfortable with the project as it progresses. This approach also provides opportunities for feedback, dialogue and customized training that is not typical of other training models.

Reviews

You will be asked to examine our work at various milestones, to ensure our interpretation of your directives for implementation meet your expectations.

Activation

By this stage, you will be fully trained, and will have given your final approval for the implementation. We will hand over control of your Curriculog installation to you. At this point, you move into our standard Customer Care system, and our team moves on to their next project.

Sample Implementation Project Plan

Our approach is tied to the process - collaborative, iterative, and highly consultative. Our goal is to carefully analyze your existing processes, have extensive discussion to determine how best to realize your goals in the framework of our software, and ensure success today and a decade from today.

The average implementation lasts between 10 and 12 weeks depending on the amount and complexity of the content as well as the institution's ability to meet the various project milestones.

INTERNAL CONTENT REVIEW MEETING

Digarc will complete a comprehensive analysis of current curriculum forms and processes, identify potential challenges, and develop the first set of deliverables for the project start meeting.

Participants:

Digarc Consultants and Senior Consultants, Project Managers, Trainers, Transition Specialists

PROJECT START MEETING

Consulting Component:

Introduce the implementation team, discuss the roles and responsibilities of those involved in the project (the College and Digarc), verify that all content has been received, propose project schedule, provide project documentation and an overview of the implementation process including consulting, training, project management, deadlines and milestones, and presentation of the content analysis summary detailing the proposed implementation process.

Participants:

Consultants, Trainers, Client

Deliverables:

Project Start Documentation

Training Component:

Curriculog Demonstration, overview of basic Curriculog concepts, including the dashboard

Participants:

Consultants, Trainers, Client

TRAINING AND CONSULTING SESSIONS

The quantity and scope of the training and consulting sessions will be determined during the internal Digarc Curriculum Process Review and Analysis project phase.

Participants:

Consultants, Trainers, Client

PROJECT WRAP-UP MEETING

Curriculog activation (signed approval required prior to meeting). Customer Care hand-off

Participants:

Consultants, Project Managers, Client

WHAT WE EXPECT FROM YOU

Any implementation begins with the current curriculum forms and processes. This information needs to be received prior to the internal content review meeting. The project start meeting cannot take place until our team has examined the forms and processes. The content can be received in a variety of digital formats: MS Word/Excel, CSV, RTF, PDF or flat HTML pages.

Printed copies of each curriculum form and process must also be submitted for distribution to the transition team for analysis and cross-referencing purposes to help ensure all content is accounted for, and also to note any inconsistencies between the printed and electronic content, or errors the teams discover over the course of the transition. If the institution cannot provide hard copies, we will arrange to have them printed for a fee.

We ask that before the project starts, you identify the implementation group on your side. We recommend that the group be small (3-4 individuals) to keep the sessions manageable and logistical challenges at a minimum. At least one member of the institutional team is expected to act in the role of Administrative Contact with an alternate selected.

All members of the institutional team must attend all training sessions. This is critical to the success of the project because some concepts used in Curriculog may be new or unfamiliar. We coordinate training and consulting with each phase of the project to ensure your representatives have a clear understanding of the tools and workflows provided in the software. The training will include exercises providing participants with hands-on experience using the system. Participants must be prepared and willing to fully engage in the training program.

Those involved in the curriculum management project can expect a total of 14 hours between standard training, consulting, project kick off and completion sessions. Outside of the hours with Digarc, the curriculum management project team will need to make decisions regarding form and workflow process development, roles, role types, and committee creation. This may take 5-10 hours, depending on the number of individuals involved in making these decisions.

Perhaps most importantly, both the Administrative Contact and alternate should have a thorough understanding of your institution's curriculum approval process, and must have experience using interactive Web forms (such as used in e-commerce and online banking). They should be able to make decisions regarding the approval processes, as well as project schedules and timelines. In order to maintain the project schedule, it is expected that the Administrative Contact or alternate will reply in a timely manner (less than 48 hours) to inquiries from Digarc's Implementation Team members.

WHAT YOU CAN EXPECT FROM US

You can expect our teams to not only carefully analyze curriculum forms and processes, and make the necessary recommendations, but to maintain focus on using established best practices, institutional goals, and to leverage process enhancements available through effective use of the software to best configure Curriculog to meet the objectives of the institution.

We will provide training and consulting in a manner designed to empower you to move forward with creating, managing, and implementing curriculum approval processes, and put you in the best possible position to share with all campus curriculum stakeholders the benefits of truly automated curriculum approval processes.

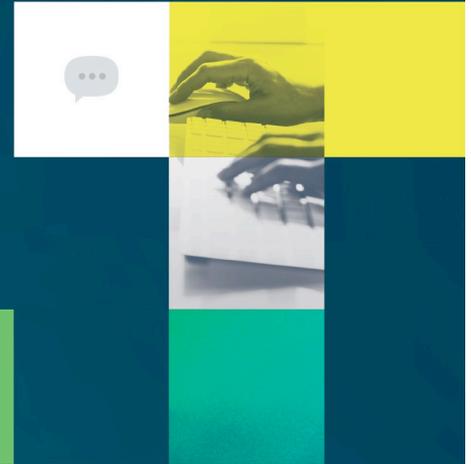
We will keep you fully informed throughout the process. Open communication is critical and we understand that.

We will ensure excellence and accuracy in every facet of the project, acting as a true partner both during and after the implementation.



ACALOG™

IMPLEMENTATION AND TRAINING
OVERVIEW



This document is designed to provide a summary and overview of our standard Acalog implementation process.

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Catalog Implementation Overview

Over the last thirteen years, having implemented over 500 catalogs for nearly 400 colleges and universities, DIGARC has developed a professional services staff that has an unparalleled level of experience and expertise helping colleges and universities manage the transition of their catalog production process in an interactive environment.

This experience has allowed us to refine our processes into a flexible yet comprehensive series of stages strategically designed to analyze your institutional needs, processes and goals. We evaluate your academic content with an eye on creating the best possible e-catalog while preserving the ability to generate print-focused documents as needed, and fully training and empowering you to take your catalog forward after the implementation.

DIGARC's unique approach integrates the training of your personnel with the consultative elements of the implementation process. Your DIGARC Trainer will provide targeted training designed to provide you with an understanding of the system tools, concepts, and functions of the software in advance of each consulting session that are relevant to topics to be discussed. During the consulting sessions, an Implementation Consultant will lead discussions that require content analysis and documentation. Recommendations and decisions on content structure and format are also made during these sessions.

Implementation teams are comprised of a dedicated consultant, project manager, and trainer, as well as integration and transition specialists. Our teams work as a cohesive unit with all members involved throughout the process, maintaining an open and consistent line of communication with you as well as each other – you will not be simply passed from one area to another as the project evolves. Each individual is responsible in his or her own way for the success of the entire project as a whole.

The overall implementation process includes a project start meeting, five training sessions, three consulting sessions, and a project wrap-up meeting. At the end of this very refined process, your catalog team will be fully trained and capable of beginning your next editing cycle immediately. In addition to the training and consulting sessions, our team will do the heavy lifting and transition your catalog in Acalog, based on decisions made by your team during consulting sessions.

Catalog Training Overview

As stated above, DIGARC integrates the training of University personnel with the consultative elements of the implementation process. We view each project we launch as the start of a relationship and collaborative partnership, and this relationship is the very core of our team approach.

We utilize a train-the-trainer model via interactive software. Sessions are interactive, hands-on and web-based, and allow four active participants who are typically catalog managers to interact, share controls, and use the Acalog modules during the meetings, while an unlimited number of viewing participants may attend as well. Although we call this a train-the-trainer model, all users have access to the vast support resources in Acalog University, which will be discussed below in the Training and Support Materials section of this document. Additionally, your team will also be provided access to a sandbox environment to practice workflows.

DIGARC TEAM ROLES

Your consultant will lead discussions with you that require content analysis and documentation. They will also act as the point of contact during the project for process discussions.

Your trainer will conduct targeted, milestone-specific training in advance of each phase of the consulting program. This model is designed to provide you with an understanding of the system tools we will be using as well as the concepts employed in consulting sessions.

Both individuals work in partnership with the Project Manager, who leads the transition specialists and manages the overall data migration, testing, review and approval phases. The Project Manager will be your primary contact for the duration of the implementation.

Transition Specialists migrate your data into the Acalog database and build the navigation, dynamic filtering, narrative, program and course elements of your catalogs. They are also responsible for auditing your catalog content and bringing any potential issues forward for resolution by the consultant or project manager.

Gateway Integration Specialists are responsible for ensuring a seamless integration between the e-catalog Gateways and your institutional sites, as well as making certain adjustments or customizations to overall Gateway functionality. They will work primarily with a technical contact in your institutional Web or IT area.

YOUR TEAM ROLES

DIGARC requires that the University's project team include individuals that can make catalog decisions and includes individuals that are primary stakeholders in the catalog. Typically, project teams will include representatives from some or all the following areas depending on institutional responsibility for catalog management: Registrar's office, Marketing / Publications, Web / Communications, Academic Affairs / Provost's office, and Information Technology.

Perhaps most importantly, at least one member of the institutional team is expected to act in the role of Catalog Manager, the super-user account in Acalog. This individual should be able to make decisions regarding content structure and format, as well as project schedules and timelines. This is critical because in our model, training informs consulting, consulting informs the data migration. There are also very strict timelines on most projects and meeting milestones is dependent on many decisions being made during consulting sessions as well as a series of approvals given throughout the process.

Furthermore, typically only 1 – 2 hours of IT resources are required for the integration of the e-catalog Gateway with your institutional website.

PROJECT PHASES AND DELIVERABLES

All catalog transition projects include a similar set of deliverables. Based on the perceived complexity of a project, or based on a request by a customer for specific extra focus or need, we will apply a particular number of consulting hours to a given task. These tasks include:

Project Start/Content Review Consultation

You will meet our team, confirm scheduling, and be provided with a more detailed outline of project milestones. The second phase of this meeting will include a detailed analysis of the supplied academic content and an outline of our recommendations and the options for the most effective ways to present your content in an e-catalog format.

Gateway Overview and Navigation

We will work with you to define your e-catalog navigation (table of contents) and how we should best order, organize, and label front/back-of-the matter. We also will begin the process of customizing your e-catalog Gateway to match the look and feel of your school's Website.

Hierarchy, Types and Courses Database Consulting

We will document the functional relationship between your courses, programs, departments, and schools/colleges (if applicable), including type information, and course data points.

Programs and Filters Build

One of the significant benefits of a system like Acalog is that programs can be treated as data in the system. This creates tremendous efficiencies in management of your content, but it also means we don't just cut and paste content in — we actually build your programs based on a well-defined template. We'll work with you to establish a consistent template for your programs, create your programs in the system, and suggest the most effective ways to use system filters to display your program and other content.

Reviews

You will be asked to examine our work at various milestones, to ensure our interpretation of your directives for implementation meets your expectations.

Activation

By this stage, you will be fully trained, and will have given your final approval for the implementation. We will hand over control of your Acalog installation to you. This will be when you make your e-catalog Gateways live on your institutional Websites, when you move into our standard Customer Care system, and when our team moves on to their next project.

Training

Training is completely integrated with the consultative elements of the implementation. Each area of the system and portion of the process is broken down into stages whereby training takes place and consulting related to the items covered is conducted. This model ensures that our clients are fully informed throughout and comfortable with project as it progresses. This approach also provides opportunities for feedback, dialogue and customized training that is not typical of other training models.

Sample Implementation Project Plan

Our approach is tied to the process - collaborative, iterative, and highly consultative. Our goal is to carefully analyze your existing processes, have extensive discussion to determine how best to realize your goals in the framework of our software, and ensure success today and a decade from today.

The average implementation lasts between 10 and 12 weeks depending on the amount and complexity of the content as well as the institution's ability to meet the various project milestones.

Since part of our process to improve understanding and performance, each training and consulting session listed below is recorded and made available for the College's review.

INTERNAL CONTENT REVIEW MEETING

DIGARC will complete a comprehensive analysis of catalog content, identify potential challenges, and develop the first set of deliverables for the Project start meeting.

Participants:

DIGARC Consultants, Project Managers, Trainers, Transition Specialists, Integration Specialists

PROJECT START MEETING – 1.5 - 2 HOURS

Consulting Component:

Introduce the implementation team, discuss the roles and responsibilities of those involved in the project (client and DIGARC), verify that all content has been received, propose project schedule, provide project documentation and an overview of the implementation process including consulting, training, project management, deadlines and milestones, and presentation of the content analysis summary detailing the proposed implementation process.

Participants:

Project Manager, Consultants, Trainers, Client

Deliverables:

Project Start Documentation

Training Component:

Acalog Demonstration, overview of basic Acalog concepts, including the WYSIWYG Editor

Participants:

Trainers, Client

TRAINING SESSION ONE – 2 HOURS

Hierarchy module, item types, course data points and courses template, programs module.

Participants:

Trainers, Client

CONSULTING SESSION ONE – 1.5 - 2 HOURS

Conduct content analysis discussion (potential structural and formatting issues, best practices recommendations, naming conventions), review and verbal approval of initial deliverables including hierarchy form, courses file, and programs file. Note: courses file will cover ownership, type and data points only – no course details. Signed approval of deliverables must be received within three business days.

Participants:

Consultants, Client

Deliverables:

Hierarchy Form

Course Data Points/Types File

Program File

Sample Program Approval Form

Sample Program

TRAINING SESSION TWO – 2 HOURS

Gateway and Content Module. (Navigation, Filters, External Links, Custom Pages and Media Files)

Participants:

Trainers, Client

CONSULTING SESSION TWO – 1.5 - 2 HOURS

Analysis and discussion of gateway navigation map, custom pages structure, filters.

Participants:

Consultants, Client

Deliverables:

Left/Right-Hand Navigation Map

Sample Custom Page

TRAINING SESSION THREE – 2 HOURS

Courses module, import and export modules, catalogs module.

Participants:

Trainers, Client

TRAINING SESSION FOUR – 2 HOURS

User accounts and account types modules, portfolio module, remote services module, and Gateway options module.

Participants:

Trainers, Client

TRAINING SESSION FIVE – 2 HOURS

Version Auditing module.

Participants:

Trainers, Client

CONSULTING SESSION THREE - 1 HOUR

Conduct transition review orientation (recommendations on how to conduct the review, instructions on submitting edits, review and discussion of content issues documentation).

Edits must be returned within 10 business days.

Participants:

Consultants, Project Managers, Client

PROJECT WRAP-UP MEETING - .5 HOUR

Aalog activation (signed approval required prior to meeting), Publisher Home refresher, Customer Care hand-off.

Participants:

Consultants, Project Managers, Client

WHAT WE EXPECT FROM YOU

Any implementation begins with the content. The data to be transitioned into Aalog needs to be received prior to the content review meeting. The project start meeting cannot take place until our team has examined the content. The content can be received in a variety of digital formats: MS Word/Excel, CSV, RTF, PDF or flat HTML pages.

Four printed copies of each catalog must also be submitted (this includes web-output) for distribution to the transition teams for analysis and cross-referencing purposes to help ensure all content is accounted for, and also to note any inconsistencies between the printed and electronic content, or errors the teams discover over the course of the transition.

We ask that before the project starts, you identify the implementation group on your side. We recommend that the group be small (3-4 individuals) to keep the sessions manageable and logistical challenges at a minimum. All members of the institutional team must attend all training sessions. This is critical to the success of the project because of the close relationship between training and consulting.

- The number of hours for training and consulting over the course of a typical implementation project averages 16-18 hours.
- Additional time will be required to approve deliverable items; typically, another 6-8 hours outside of training and consulting.

Also, at least one member of the institutional team is expected to act in the role of Catalog Manager, the super-user account in Aalog.

Perhaps most importantly, at least one individual should be able to make decisions regarding content structure and format, as well as project schedules and timelines. This is critical because in our model training informs consulting; consulting informs the data migration. There are also very strict timelines on most projects and meeting milestones is dependent on many decisions being made during consulting sessions as well as a series of approvals given throughout the process.

WHAT YOU CAN EXPECT FROM US

You can expect our teams to not only carefully analyze your content and make the necessary recommendations, but to maintain focus on creating the best possible online catalog in accordance with our established best practices as well as institutional needs and goals.

We will provide training and consulting in a manner designed to empower you to take your catalog forward to continue to evolve your institution's dynamic e-catalog and put you in the best possible position to decentralize and bring a large number of editors into the catalog process.

We will keep you fully informed throughout the process. Open communication is critical and we understand that. We will ensure excellence and accuracy in every facet of the project, acting as a true partner both during and after the implementation.

The model has received rave reviews from our clients for our care, attention and interactivity with specific feedback below.

“I've worked with many different companies in the past and your training program is far superior to any I've ever participated in. Thank you for the thorough training sessions and the excellent training collateral to go with them.”

- Carey Miller, Webmaster
Northwest College

“I appreciated the training immensely. I wish we could be trained in other software programs with such efficiency and care as this Acalog training.”

- Katherine Gertson, Registrar
The Juilliard School

“We found that the collaborative nature of your team was positive and encouraging. From the project management phase, training and subsequent support requests we have found your team to be very responsive to our needs.

Additionally, this team has helped us think through several key decisions and made recommendations based on their experience and what other institutions are doing. This has been a significant help to us because we are able to look at other websites to review the recommendation to see if it would work for us as well.

Congratulations on and thanks for having such a great group at DIGARC!”

- Nancy Tackett, Admin Assistant, Academic Affairs (Catalog Administrator)
Harding University

Customer Care

After implementation, our customer care team takes over and provides a level of quality support unmatched in our industry. Our team has a very fast response time, often within 10 minutes of notification during normal business hours, and a customer care representative is always on call to handle emergency inquiries that require immediate assistance during weekends and holidays. DIGARC provides unlimited email support for every user in the system, not just select company representatives. Should support be needed, a user simply uses our support ticketing system within the administrative area of the software, and indicate the urgency of the issue, and our team will respond appropriately. Email support is monitored 24/7/365.

Our customer care team is also responsible for new feature announcements, arranging ongoing or supplemental consulting and training, and periodic reviews of client gateways. These are just a few of the ways customer care ensures our clients leverage Acalog to its fullest potential.

“First let me say that Acalog Support ROCKS!!!! I’m always amazed at the level of customer support we have received from Acalog since the first day of implementation. Carol and I were just talking about this yesterday when we received your response email back just a few minutes after our support email was sent. We rarely have to contact support since Acalog is so easy to use and the online help is extensive and useful. It’s just really nice to know that if we can’t figure something out using the online tools, a customer care representative is just a click away.”

*- David White, Web & Communications Specialist
Amarillo College*

Training and Support Materials

DIGARC provides Acalog training materials in a variety of modalities depending on the needs and learning styles of your users. We offer manuals for users who prefer to read, for visual and auditory learners/short format we offer short targeted video tutorials, we also offer full length webinars, and access to client forums for participation in discussions with like minded peers from institutions across the globe.

Unique to Digarc is our free training website, Acalog University. The administrative interface for Acalog provides direct access to this online learning resource that is available to all Acalog users to take advantage of 24/7. It includes support materials such as FAQ, a Knowledge Base, the Acalog User Manual, and hundreds of videos on workflows, best practices, and training curriculum, as well as recorded training sessions and webinars, and a customer forum.

The customer forum encourages dialog among our users seeking advice and ideas from their peers, and we welcome the opportunity to learn directly from our customers how we may improve our product for their use.

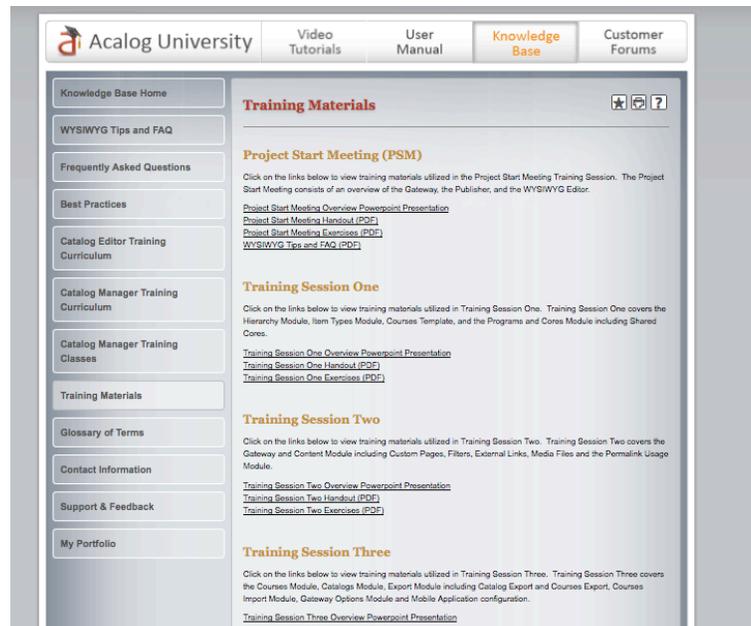
In addition, Digarc provides complimentary live, quarterly manager training sessions for those staff members who are new or were not able to attend the initial training series.

“Your written materials are EXCELLENT. It will be very easy to figure things out and do our work using the materials provided. I have never received such comprehensive and easily understandable material from a software training before - it's a welcome change. The trainers were patient and very knowledgeable - no wasted time.”

*-Bridget McCort
Northland College*

“The training videos are a terrific supplement during the training process, and even more valuable resources after the post wrap-up transition. More please! “

*- Ed Dubell, Graphic Designer
Nashville State Community College*





Acalog™ and Curriculog™ Hosting

SYSTEM NETWORK DESIGN AND CAPACITY

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Because of the nature of this material, some hardware and/or software products are mentioned by name. These product names may be claimed as trademarks by the companies that manufacture the products. It is not our intent to claim these names or trademarks as our own.

INTRODUCTION

The Acalog Academic Catalog Management System™ (ACMS™) and Curriculog, curriculum management system, is typically provided to customers as a totally outsourced, licensed, enabling technology. We provide the Internet connectivity for the application and the hardware. Customers (and their user base) access the ACMS and Curriculog via the Internet using standard Web browser technology.

The purpose of this document is to help our customers understand how we have structured our network for optimal availability.

THE SOFTWARE

The software is a suite of Internet applications written in PHP/Python/HTML, utilizing the Apache Web server and the MySQL RDBMS on Linux. All functional screens and system features are accessible as over the Internet using popular Web browsers.

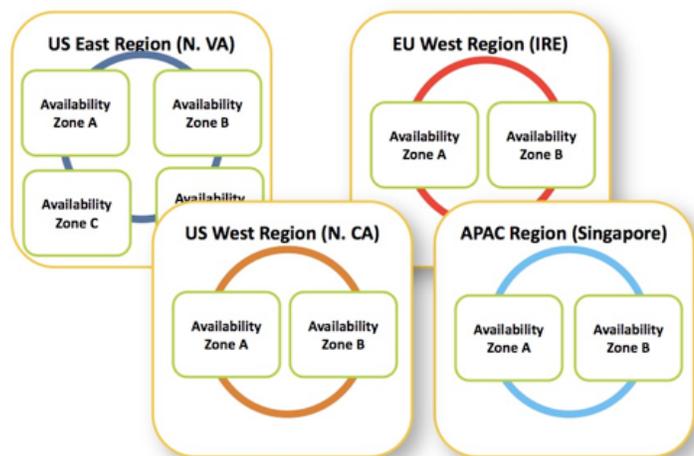
The Acalog suite is comprised of two primary Internet applications: the Gateway and the secure (requires a login) Publisher, which is further secured using SSL encryption (over HTTPS).

The Gateway is accessible from a unique URL under the acalog.com domain. The customer Gateway URL is then typically mapped as canonical name on their DNS systems (e.g., “catalog.customer.edu”) using a CNAME record pointing back to the acalog.com URL. The Publisher is accessible from a unique URL under the acalogadmin.com domain (e.g., “https://customer.acalogadmin.com”).

Besides working with DIGARC system administrators to setup DNS, there is no other impact on our customer IT departments in order to utilize the ACMS.

THE HOSTING NETWORK

Our dedicated hosting environment utilizes Amazon’s Elastic Compute Cloud (EC2) web service (<http://aws.amazon.com/ec2>), which delivers a highly scalable cloud computing platform. These virtual web servers are dedicated to our operations in support of our customer accounts. While Amazon assumes responsibility for redundant connectivity to the Internet, load balancing and security, our technicians administer our servers and software and are responsible for interpreting resource utilization, demand pattern and monitoring metrics.



CONNECTION AND CAPACITY

Amazon provides redundant, instantly scalable connectivity within the Cloud. EC2 locations are called Availability Zones, which are grouped into geographically dispersed Regions. This provides low latency network connectivity and redundancy while reducing risk of failure of a single location. Amazon has 99.95% availability for each EC2 Region.

EC2 provides Auto Scaling, ensuring optimal performance during demand spikes, and Elastic Load Balancers to ensure the most efficient available path for Internet traffic by automatically monitoring the health of the cluster and redistributing traffic in the event of an unhealthy instance. The Amazon CloudWatch web service provides additional resource monitoring for utilization, operational performance and demand patterns. All of these services ensure high availability of the network.

Amazon EC2 undergoes rigorous testing, including formal design reviews, threat modeling and completion of a risk assessment. Amazon Web Service (AWS) utilizes automated advanced monitoring, alarms to notify when early warning thresholds are crossed on key operational metrics, and on-call pager system for 24-hour availability to provide high level of service performance and availability.

ADDITIONAL NETWORK SAFEGUARDS

In addition to redundant connectivity and systems monitoring, Amazon EC2 is protected on multiple levels: operating system, a firewall and signed API calls. Administrators requiring access to the management plane are required to use multi-factor authentication to gain access to the operating system, actions are logged and audited, and revoked when access is no longer required. A mandatory inbound firewall is configured in default deny mode, requiring explicit opening of any ports for inbound traffic, which can be further restricted by protocol, service port, and source IP address.

Amazon provides significant protection against network security risks. AWS uses proprietary DDoS mitigation techniques. Multi-homing across providers, SSL-protected server authentication, a host-based firewall infrastructure and closed inbound ports protect the EC2 environment from malicious attacks. Amazon vigorously pursues reports unauthorized of port scanning by EC2 instances.

EC2 data centers are housed in nondescript facilities. Physical access is strictly controlled at the perimeter and at building ingress points with video surveillance, intrusion detection systems and two-factor authentication is required twice before access to data center floors is granted.

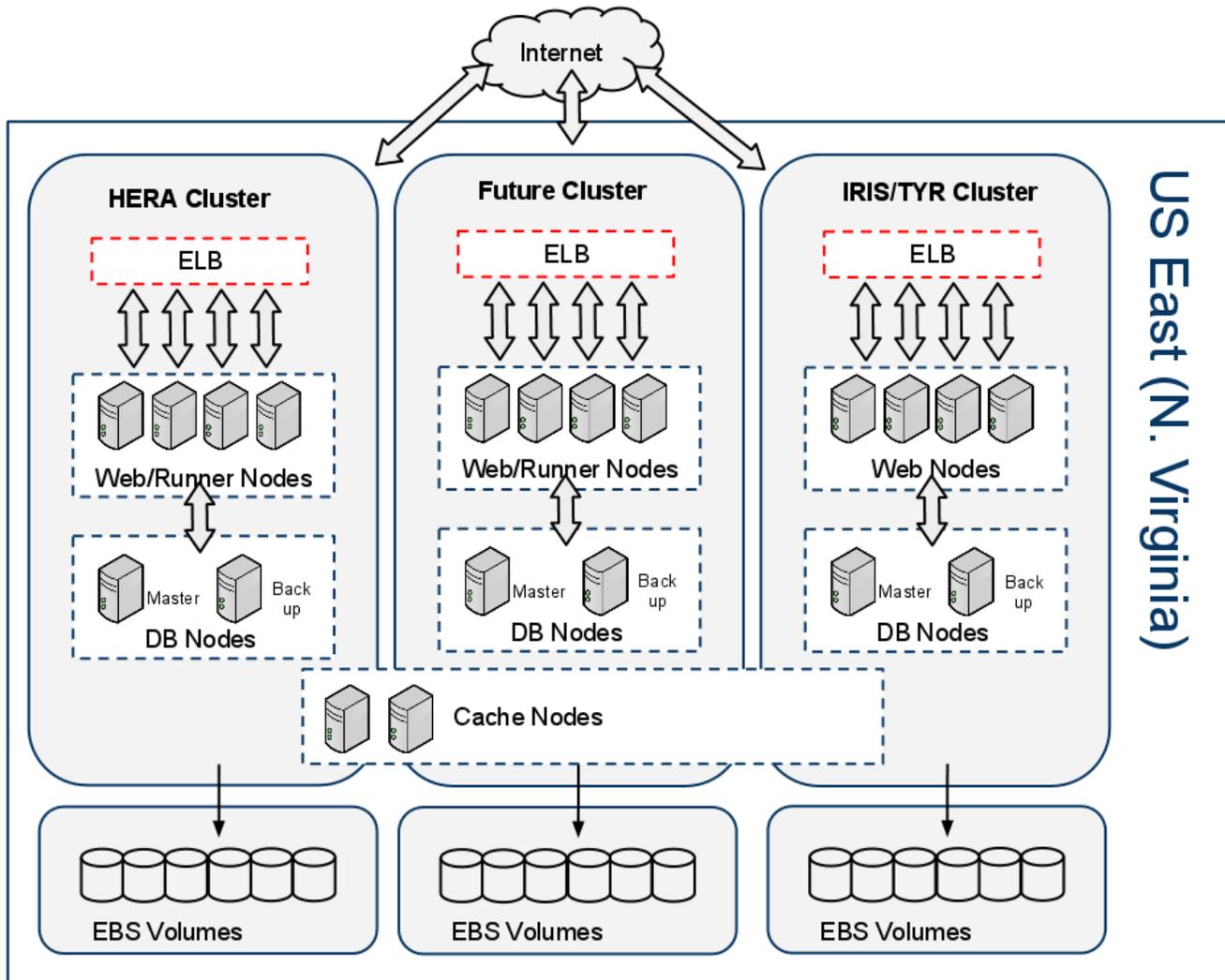
Data centers are designed to anticipate and tolerate failure while maintaining service levels, and are built in clusters in various global regions. In case of failure, automated processes move traffic away from the affected area. Core applications are deployed to an N+1 standard, so that in event of data center failure, there is sufficient capacity to enable traffic to be load-balanced to the remaining sites.

Data centers are conditioned to maintain atmospheric conditions at optimal levels, and personnel and systems monitor and control temperature and humidity. Automatic fire detection system utilizes smoke detection sensors in all data center environments, protecting by either wet-pipe, double-interlocked pre-action or gaseous sprinkler systems. Uninterruptible Power Supply (UPS) units provide 24 hours a day, seven days a week back-up power in event of electrical failure for critical and essential loads. Data Centers use generators to provide back-up power for the entire facility.

LOCALIZED NETWORK AND HARDWARE

Our server network is configured in sets of load-balanced Web clusters, each with its own database system. Each cluster is designed with certain software requirements and/or load metrics in mind. Individual Web nodes in the cluster serve the application and support database reads and writes to a master database. Web nodes are fully redundant and horizontally scalable. If a load balancer, CloudWatch, or the application detects an unhealthy Web node, a new healthy instance of the node is spawned without a loss in connectivity. Likewise, the database is

monitored by the application and will automatically fail-over to a hot backup database as a temporary read-only environment if the primary database becomes unavailable.



To reduce database load, the application utilizes Memcache, a memory caching service that is shared across all Web nodes. Memcache provides in-demand pages quickly without requiring a database connection, decreasing rendering and delivery time.

A Job Queue manages long running application tasks to prioritize and control access and stress to the database.

All data is stored in Amazon's Elastic Block Store (EBS) service. The EBS is a redundant storage service that persists independently from the application and is automatically replicated within each Availability Zone to prevent data loss due to failure.

CAPACITY FOR THE SHARED SERVER NETWORK

We currently support in aggregate over 2,000,000 individual users (counting only FTE students) with access to our network. Our monthly total unique page views average approximately 15 million, and “hits” (GET requests) for a similar period average to about 50 million.

Our systems are constantly monitored using Elastic Load Balancers, CloudWatch and other monitoring tools. Our policy is to keep average utilization below 50% by adding additional Web nodes to the network as needed.

HARDENED SYSTEMS

We remove all unnecessary tools, protocols and utilities from our servers. Login is denied for anyone outside of our own internal systems, and all technicians access the systems using SSH2 on non- standard ports.

Full backups of all customer content and databases are archived off-site daily.

SERVICE LEVEL AGREEMENTS (SLA)

Our Hosting Agreement includes the following SLA language:

The Acalog and Curriculog Services are provided as object code accessible via a hosted website maintained by DIGARC.

Our commercial hosting provider guarantees 99.95% uptime of Internet connectivity to their redundant backbone and for hardware services. While we do not expect problems, we stand behind our service by promising to refund 50% of your monthly hosting fee for a network service outage for your Gateway that causes our system to be unreachable for a time period that exceeds 30 continuous minutes. After an additional 30 minutes in the same month, we will refund another 50%, for a total of 100% of your monthly fee. (Refund not to exceed one-month credit. Client must provide notice of perceived outage within 24 hours to obtain refund. DIGARC must be able to demonstrate outage was a result of problems within its hosted environment in order for refund to apply. Outages associated with a customer’s local network, or elsewhere on the Internet are beyond our control, and do not qualify for a refund of service fees.)

We plan on scheduled database maintenance totaling no more than 1 hour per month during business hours for the purposes of upgrading and improving our software. Sometimes an upgrade requires a server reboot, which may take a site down for up to 10 minutes. Your technical contact will be notified in advance of scheduled reboots. Other maintenance may require that the database be restarted, in which case your website will display a simple page indicating database maintenance is underway and services will be returned shortly (typically within 5 minutes).

For more information, please contact us at customercare@digarc.com.

(Last update: 7/1/2015 KDB)

VPAT™

Voluntary Product Accessibility Template®

Version 1.3

The purpose of the **Voluntary Product Accessibility Template**, or **VPAT™**, is to assist Federal contracting officials and other buyers in making preliminary assessments regarding the availability of commercial “Electronic and Information Technology” products and services with features that support accessibility. It is assumed and recommended that offerers will provide additional contact information to facilitate more detailed inquiries.

The first table of the Template provides a summary view of the Section 508 Standards. The subsequent tables provide more detailed views of each subsection. There are three columns in each table. Column one of the Summary Table describes the subsections of subparts B and C of the Standards. The second column describes the supporting features of the product or refers you to the corresponding detailed table, e.g., “equivalent facilitation.” The third column contains any additional remarks and explanations regarding the product. In the subsequent tables, the first column contains the lettered paragraphs of the subsections. The second column describes the supporting features of the product with regard to that paragraph. The third column contains any additional remarks and explanations regarding the product.

Date: November 3, 2014

Name of Product: Curriculog

Contact for more information (name/phone/email): Kenneth Blais / 863-709-9012 x102 / kblais@digarc.com

Summary Table

VPAT™

Voluntary Product Accessibility Template®

<i>Criteria</i>	Supporting Features	Remarks and explanations
Section 1194.21 Software	Does not support	Please see line

Applications and Operating Systems		item detail below
Section 1194.22 Web-based Internet Information and Applications	Supports with exceptions	Please see line item detail below
Section 1194.23 Telecommunications Products	N/A	
Section 1194.24 Video and Multi-media Products	N/A	
Section 1194.25 Self-Contained, Closed Products	N/A	
Section 1194.26 Desktop and Portable Computers	N/A	
Section 1194.31 Functional Performance Criteria	Supports	Please see line item detail below
Section 1194.41 Information, Documentation and Support	Supports	Please see line item detail below

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Section 1194.21 Software Applications and Operating Systems – Detail

VPAT™

Voluntary Product Accessibility Template®

<i>Criteria</i>	Supporting Features	Remarks and explanations
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	Does not support	There is currently not support for browsing the site by tabbing through the links. Certain jquery elements

		do have keyboard support.
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.	Supports	
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.	Does not support	Our style sheet does not provide an indicator class for tab indexes on elements. Our plan is to move from our current style sheet to use an updated base allowing for faster, slimmer, more accessible pages. This level of development will begin after we have shored up the areas of our application that are receiving the highest use from customers

		right now.
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.	Supports	All form elements are identified by text and class names that assist in identifying the item and its state. We currently support this through classes. There are additional things we can do here for AT, such as adding data attributes and consistently using alt tags to describe the purpose and use of interactive UI elements such as buttons and links. We already began unifying the image code to make it easier to develop against and improve the AT experience.
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	Supports	
(f) Textual information shall be provided through operating system	Supports	

functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.		
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.	Supports	
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	Supports	
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports	
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	Not Applicable.	
(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	Not Applicable.	
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Supports.	

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Section 1194.22 Web-based Internet

information and applications – Detail

VPAT™

Voluntary Product Accessibility Template®

<i>Criteria</i>	Supporting Features	Remarks and explanations
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Supports with exceptions.	S3 images uploaded by clients are not generated with alt or longdesc tags
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Not Applicable.	
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Supports.	
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Supports with Exceptions.	The website is mostly functional without stylesheets. Images (buttons) are defined by the stylesheet.
(e) Redundant text links shall be provided for each active region of a server-side image map.	Not Applicable.	
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	Not Applicable.	
(g) Row and column headers shall be identified for data tables.	Supports.	

<p>(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.</p>	<p>Not Applicable.</p>	
<p>(i) Frames shall be titled with text that facilitates frame identification and navigation</p>	<p>Not Applicable.</p>	
<p>(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.</p>	<p>Not Applicable.</p>	
<p>(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.</p>	<p>Not Applicable.</p>	
<p>(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.</p>	<p>Supports with exceptions.</p>	<p>Scripting via php and ajax are believed AT inter operable.</p>
<p>(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).</p>	<p>Not Applicable.</p>	
<p>(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.</p>	<p>Supports.</p>	<p>Forms have proper html structure and cues. Program allows customers to input additional help for certain forms.</p>

(o) A method shall be provided that permits users to skip repetitive navigation links.	Supports with exceptions.	List view and searches available to locate desired items quickly. Paging through results currently requires repetitive button clicks.
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not Applicable.	

Note to 1194.22: The Board interprets paragraphs (a) through (k) of this section as consistent with the following priority 1 Checkpoints of the Web Content Accessibility Guidelines 1.0 (WCAG 1.0) (May 5 1999) published by the Web Accessibility Initiative of the World Wide Web Consortium: Paragraph (a) - 1.1, (b) - 1.4, (c) - 2.1, (d) - 6.1, (e) - 1.2, (f) - 9.1, (g) - 5.1, (h) - 5.2, (i) - 12.1, (j) - 7.1, (k) - 11.4.

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Section 1194.31 Functional Performance

Criteria – Detail

VPAT™

Voluntary Product Accessibility Template®

<i>Criteria</i>	<i>Supporting Features</i>	<i>Remarks and explanations</i>
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired	Does not support.	We believe we can label interactive elements to a level 2 compatibility to provide audible prompts from AT that could enable the user to navigate the site. This level of development will

<p>shall be provided.</p>		<p>begin after we have shored up the areas of our application that are receiving the highest use from customers right now.</p>
<p>(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.</p>	<p>Supports.</p>	<p>Supports with use of Assistive Technology, including browser magnification and font size controls.</p>
<p>(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided</p>	<p>Not applicable.</p>	<p>System use does not require audio interaction for use.</p>
<p>(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.</p>	<p>Not applicable.</p>	<p>System use does not require audio interaction for use.</p>
<p>(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology</p>	<p>Not applicable.</p>	<p>System does not require use of speech.</p>

used by people with disabilities shall be provided.		
(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.	Supports.	

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Section 1194.41 Information, Documentation and Support – Detail

VPAT™

Voluntary Product Accessibility Template®

<i>Criteria</i>	Supporting Features	Remarks and explanations
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge	Supports.	
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Does not support.	There is no current documentation on accessibility available in Curriculog University.
(c) Support services for	Supports.	

products shall accommodate the communication needs of end-users with disabilities.		
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VPAT™

Voluntary Product Accessibility Template®

Version 1.3

The purpose of the **Voluntary Product Accessibility Template**, or **VPAT™**, is to assist Federal contracting officials and other buyers in making preliminary assessments regarding the availability of commercial “Electronic and Information Technology” products and services with features that support accessibility. It is assumed and recommended that offerers will provide additional contact information to facilitate more detailed inquiries.

The first table of the Template provides a summary view of the Section 508 Standards. The subsequent tables provide more detailed views of each subsection. There are three columns in each table. Column one of the Summary Table describes the subsections of subparts B and C of the Standards. The second column describes the supporting features of the product or refers you to the corresponding detailed table, e.g., “equivalent facilitation.” The third column contains any additional remarks and explanations regarding the product. In the subsequent tables, the first column contains the lettered paragraphs of the subsections. The second column describes the supporting features of the product with regard to that paragraph. The third column contains any additional remarks and explanations regarding the product.

Date: February 8, 2016

Name of Product: Acalog ACMS™ Academic Catalog Management System

Contact for more Information (name/phone/email): Wes Miller | 863-709-9012 x115 | wmillers@digarc.com

Summary Table

VPAT™

Voluntary Product Accessibility Template®

<i>Criteria</i>	Supporting Features	Remarks and explanations
Section 1194.21 Software Applications and Operating Systems	Supports	Please see line item detail below
Section 1194.22 Web-based Internet Information and Applications	Supports	Please see line item detail below
Section 1194.23 Telecommunications Products	N/A	
Section 1194.24 Video and Multi-media Products	N/A	
Section 1194.25 Self-Contained, Closed Products	N/A	
Section 1194.26 Desktop and Portable Computers	N/A	
Section 1194.31 Functional Performance Criteria	Supports	Please see line item detail below
Section 1194.41 Information, Documentation and Support	Supports	Please see line item detail below

Section 1194.21 Software Applications and Operating Systems – Detail

VPAT™

Voluntary Product Accessibility Template®

<i>Criteria</i>	Supporting Features	Remarks and explanations
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	Supports	
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.	Supports	
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.	Supports	
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.	Supports	All form elements are identified by text.
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	Supports	
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	Supports	
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.	Supports	
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	Supports	Institutional users author content. They must assume responsibility for authoring content in a way that meets the

		criteria.
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports	
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	Not Applicable.	
(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	Not Applicable.	
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Supports.	

Section 1194.22 Web-based Internet information and applications – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Supports.	
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Not Applicable.	Not used in the aalog ACMS™ Gateway.
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Supports with Exceptions.	While the system templates and persistent elements meet the criteria, the institutional users author some content. They must assume responsibility for authoring content in a way that meets the criteria.
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Supports.	The Gateway is laid out with tables that read top-down and left-right. Related information (such as the navigation links or the body text) is in blocks.
(e) Redundant text links shall be provided for each active region of a server-side image map.	Not Applicable.	Not used in the aalog ACMS™ Gateway.
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions	Not Applicable.	Not used in the aalog ACMS™ Gateway.

cannot be defined with an available geometric shape.		
(g) Row and column headers shall be identified for data tables.	Supports.	Column headers are identified. Row headers are not used.
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Not Applicable.	Not used in the acalog ACMS™ Gateway.
(i) Frames shall be titled with text that facilitates frame identification and navigation	Not Applicable.	Not used in the acalog ACMS™ Gateway.
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not Applicable.	Not used in the acalog ACMS™ Gateway.
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	Not Applicable.	Not used in the acalog ACMS™ Gateway.
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Not Applicable.	Not used in the acalog ACMS™ Gateway.
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).	Not Applicable.	Not used in the acalog ACMS™ Gateway.
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Supports.	
(o) A method shall be provided that permits users to skip repetitive navigation links.	Supports.	“Invisible” link provided to skip to content.
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not Applicable.	Not used in the acalog ACMS™ Gateway.

Note to 1194.22: The Board interprets paragraphs (a) through (k) of this section as consistent with the following priority 1 Checkpoints of the Web Content Accessibility Guidelines 1.0 (WCAG 1.0) (May 5 1999) published by the Web Accessibility Initiative of the World Wide Web Consortium: Paragraph (a) - 1.1, (b) - 1.4, (c) - 2.1, (d) - 6.1, (e) - 1.2, (f) - 9.1, (g) - 5.1, (h) - 5.2, (i) - 12.1, (j) - 7.1, (k) - 11.4.

Section 1194.31 Functional Performance Criteria – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.	Supports.	Supports with use of Assistive Technology (Reader).
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.	Supports.	Supports with use of Assistive Technology, including browser magnification and font size controls.
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided	Not applicable.	System use does not require audio interaction for use.
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.	Not applicable.	System use does not require audio interaction for use.
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.	Not applicable.	System does not require use of speech.
(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.	Supports.	

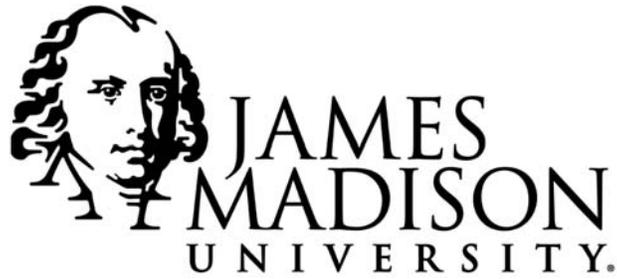
Section 1194.41 Information, Documentation and Support –

Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge	Supports.	
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Supports.	
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Supports.	

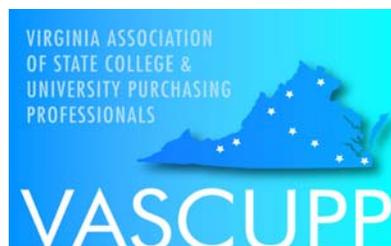


Request for Proposal

RFP # MLO-888

Curriculum and Catalog Management System

February 2, 2016



College of William and Mary
George Mason University
James Madison University
Old Dominion University
Radford University
The University of Virginia
Virginia Commonwealth University
Virginia Military Institute
Virginia Tech

REQUEST FOR PROPOSAL
RFP # MLO-888

Issue Date: February 2, 2016
Title: Curriculum and Catalog Management System
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
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 p.m. on March 1, 2016 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: Matasha Owens, Buyer Senior Procurement Services, owensml@jmu.edu, 540/568-3137, (Fax) 540/568-7936 not later than five (5) 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)

Title: _____

Date: _____

Phone: _____

Web Address: _____

Fax #: _____

Email: _____

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 a bidder or 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 # MLO-888

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide a Curriculum and Catalog Management System for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for nine (9) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 20,000 students. The University has approximately 2,800 full-time and 900 part-time faculty and staff. Further information about the University can be found at the following website: www.jmu.edu.

The Office of Academic Development reviews over 300 curricular proposals each year. In 2008, JMU Information Technology created a proprietary online curriculum system (OCS) for electronic proposal review and approval. OCS had two components: Courses and Programs. While the OCS:Courses component is still actively used, the vast majority of program changes have reverted to paper forms instead of using OCS:Programs. Production of the print and online catalogs also remains largely manual. JMU currently uses Campus Solutions 9.x, PeopleSoft 8.54.x as its student information system.

III. SMALL, WOMAN-OWNED AND MINORITY (SWAM) PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. *Attachment B* contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

James Madison University is seeking a Curriculum and Catalog Management System that will increase the efficiency and transparency of the curriculum and instruction (C&I) processes established by the University. The system must be capable of the following:

- Providing options for facilitating the reviews and revisions of items submitted through C&I.
- Tracking submissions through varied levels of approval in accordance with JMU procedures.
- Integrating curricular information entered through the system with PeopleSoft.
- Generating information used to produce the University catalogs and allowing for collaborative catalog editing.

The Contractor shall have available and be able to demonstrate the use and functions of the following components and/or features the system. It is expected that any proposed software will already be fully developed, tested, offered publicly for sale and available immediately for installation. For this project, the University is not interested in a custom developed software. Describe in detail the manner in which each item is addressed by the system.

A. Application Functionality:

1. Provide an executive summary of the features, functionality, and ease of use of the proposed curriculum and catalog management system.
2. Describe the system's ability to import data (course and program information) from PeopleSoft.
3. Describe the system's ability to import data (narrative and course and program information) from the current catalog.
4. Describe the process for users to assign rights to other users for proposal collaboration.
5. Describe how data is connected within the proposed system (i.e. course changes reflected in program changes).

Additionally, describe how the system accomplishes the following:

- a. For cross-listed courses, describe how a single proposal will affect both courses and how to disconnect those courses.
 - b. For changes to a subject identifier, describe how the system will reflect changes in all relevant and related areas.
6. Describe the system's ability to calculate sums, including ranges, in fields (i.e. requirements of 2-4 credits within a program).
 7. Describe the accuracy of the proposed system in recognizing errors and inconsistencies in entries, and notification of users to these errors, during the curriculum review process.
 8. Describe in detail the tracking options during the system workflow.
 9. Describe the system's ability to archive and retain curriculum data annually.
 10. Describe how revisions are presented to users during the editing process.
 11. Describe how content authored in the catalog system is maintained on an ongoing basis. Specify if the system allows for non-destructive editing process that preserves previous versions of content.
 12. Describe how the system supports text formatting for display in catalogs.

B. Application Technology:

1. Describe how the modules function as an integrated whole and detail any limitations in their ability to function independently from other modules.
2. Describe the application security features for data, for each module, and for the system. Describe all row-level security options as well as any field-level encryption available.
3. Describe the extent to which the user can configure or customize all forms, reports, input/output screens, formats, etc. to brand the application for JMU.
4. Define what *modifiable*, *customizable* and *configurable* mean for your application.

5. Describe workflow functionality included with the application and provide a list of any function for which workflow is already built and delivered. Describe how workflow functionality can be modified to meet the needs of the University. For example, discuss the system's ability to follow JMU's curriculum approval path with varying options for undergraduate vs. graduate courses, general education vs. non-general education courses, etc.
6. Describe how JMU's e-mail systems would be incorporated with your system's operation. (*Faculty/Staff – on-premise Exchange and students - Live@Edu*).
 - a. Describe third party e-mailing, if this functionality is part of your solution. What messaging service is utilized by your system? Describe details of how messages look (*from, etc.*)

C. Reporting:

1. Describe application approach/strategy for reporting including the approach to ad-hoc reporting for power users as well as the occasional user.
2. Describe all reporting tools supported and how they integrate with the product. Does application licensing include any of the products?
3. Provide a list of all reports delivered as part of the base product including a short description of each. Also include a sample of several reports for review.

D. Services:

1. Describe the training options and include a catalog of training offerings. Include any associated costs in *Section X. Pricing Schedule*. Response should include differentiation between technical staff and end-user training.
2. Describe services available from your company and/or partners including pricing information that may be included in the final contract. Examples of services that could be included are:
 - a. Implementation
 - b. Development
 - c. Project Management
 - d. Architecture and Design
 - e. Capacity Planning
 - f. Installation and Configuration
 - g. Performance and Scalability
 - h. Conversion
 - i. Monitoring, administration and upgrades
 - j. Operations metrics
3. Describe the support options available through your company including on-going support of the

application. Describe what portions of support to be performed by IT, the customer versus the vendor.

4. If support is provided to end-users directly as part of your services, provide the SLA under which you would operate.

E. General:

1. Describe typical implementation timeline and project plan and include examples of previously used project plans.
2. Describe your approach to test and production environments including licensing requirements and any additional costs.
3. Describe how product(s) addresses accessibility to ensure the application is accessible to people with disabilities. Describe testing for adherence to accessibility guidelines and standards. Provide documentation of the testing performed and results of that testing including the Web Accessibility and Template Guide (WATG located at <http://www.vadsa.org/watg>).

F. Technical:

1. Provide a detailed diagram of the typical architecture/technical environment required for the system. List all protocols and ports used for communications and indicate which components are clients and which are servers and whether the communications are fully, partially, or not encrypted. Specify any communications paths where unencrypted authentication or other sensitive data are passed. List all third party dependent integration points and data paths including any web content included from or sent to outside parties.
2. Describe hardware and software requirements for the proposed system(s) along with any sizing assumptions made to arrive at those requirements.
3. Describe the average client response time for all the various functions of the proposed system.
4. Describe services not available during scheduled maintenance.
5. Describe any standard and proprietary APIs, integration/connection resources, and development languages and tools that extend your toolset.
6. Describe the client operating system and browser requirements for your toolset. List any additional client-side software required for development/management of your toolset.
7. Describe any aspects of your application that do not support the Macintosh. Describe any changes to default browser or client security settings.
8. Describe any functionality loss, installation problems, upgrade problems, or other difficulties if client applications are run using a regular user account.
9. Describe your support for mobile technologies including technology used, distribution method, functionality, integration and development toolset and security.
10. Describe support for integration with JMU's existing systems listed in the background statement including pricing, availability of APIs, toolkits for creating connectors, available services, etc. Provide a full list of application connectors. Describe any other methods of integration

supported.

11. Describe support for inclusion of your application as part of the PeopleSoft application portal. Describe any pagelets available and how that integration would occur. Describe support for delegating authentication for the pagelet Oracle Access Manager Single Sign and/or PeopleSoft single-sign-on. Describe support for other single-sign-on technologies.

G. Security:

1. Describe how users and processes are authenticated before gaining access to data and services. Include authentication between components and between the product and external services. Describe your support for the following:
 - a. LDAP/S
 - b. Native AD authentication
 - c. Shibboleth 1 and 2
 - d. Kerberos
 - e. SAML
 - f. Other federated systems
 - g. OpenID
 - h. Any two-factor authentication system
 - i. Certificate-based authentication
 - j. Other
2. Describe your use of authentication credentials and associated attributes, group membership, roles, etc. to make authorization decisions. Include method(s) and granularity of authorization of access to data and services (*e.g. individual accounts, IP address, unix groups, LDAP groups, Active Directory accounts.*)
3. Describe how and where any sensitive data (*e.g. credit card, financial data, SSN, FERPA, HIPAA or other legally regulated data*) including authentication credentials, is stored on clients, servers, and participating external devices. Is it cryptographically protected? If so, provide details on cryptographic protocols, procedures, and key protection.
4. Describe the effects of auditing and logging on a production implementation. Is the proposed system sized for full audit capability? Describe auditing methodologies and capabilities for managing integrity and change control. Describe elements captured with the audit process.
 - a. Describe enterprise audit capabilities
 - b. List the events and logs that can be sent to an external syslog server
 - c. List the events and logs that cannot be sent to a syslog server

5. Provide up to date, signed documentation that the offered solution and vendor is compliant with all PCI DSS and PADSS requirements if applicable. Provide documentation of your most current PCI system scan and the signature page from your Record of Compliance (ROC) or Attestation of Compliance (AOC).

H. Maintenance and Support:

Because consistency and stability of the operating environment and rapid correction of system failures are critical to James Madison University, major consideration will be given to the amount and extent of hardware and software maintenance coverage and to the quality of maintenance.

1. Describe the maintenance philosophy including frequency of updates, approach to completing updates, and model for obtaining them.
2. Describe capabilities for remote support and indicate what access to accounts and systems is required. Describe the locations from which this activity would take place. Describe any maintenance options/tiers and whether they vary in cost by time of day, response time, etc.
3. Describe services that may be required in the normal course of operating the system that are not covered under the maintenance contract.
4. Describe the procedures for obtaining services for all types of maintenance (*e.g. installation of corrective code, enhancements, applicable "escalation" procedures for providing additional assistance in diagnosing a failure that is not resolved in a timely manner to include notification procedures and timing as well as what higher levels of assistance will be made available.*)
5. Describe your approach to security reviews during each phase of the software development lifecycle.
6. Describe the procedures followed in distribution of information to James Madison University pertinent to system problems encountered at other locations, along with the solutions to those problems, when such information is relevant to the University's software.
7. Describe the nature of system enhancements in development that are scheduled for release in the next twelve months.
8. Describe all responsibilities of both the contractor and James Madison University in the isolation and diagnosis of system failures.
9. Describe your "escalation" procedure.

I. Hosted Applications:

The University occasionally explores opportunities for hosting applications external to the university. If hosting is an option for this project, then complete the following section. If hosting is not an option, there is no requirement to respond.

1. Describe where services and data storage are located geographically.
2. Describe how applications are secured inside your firewall.
3. Describe your approach to applications and how they are hosted on servers. (*Will the JMU application(s) reside on dedicated physical/virtual servers?*) Describe the different levels of

security for different application layers.

4. Describe the network layer security you provide.
5. Describe your methodology for handling patches and software updates.
6. Describe your approach to screening employees and the level of experience preferred.
7. Describe how you track attacks. Describe your approach to informing JMU about attacks.
8. Describe the audit and security infrastructure testing process you utilize and the frequency of those audits/tests.
9. Describe your approach to security reviews during each phase of the software development lifecycle.
10. Describe the vulnerability detection and response process surrounding your product and hosting infrastructure. Describe your patch release strategy for problems found.
11. If hosted, provide results of the latest penetration test and vulnerability scan performed on your system.
12. Describe your physical and cyber data center security. Describe what measures are in place to prevent employees from viewing data they are not authorized to see or outsiders from hacking into the system.
13. Describe your approach and policy regarding ownership of customer data that resides in your data center. Describe customer rights and abilities regarding moving and copying. Describe vendor and partner practices related to moving and copying data.
14. Describe any exit strategies you offer.
15. Describe your approach to backups and disaster recovery.

J. Privacy:

1. Specify whether you collect information on JMU or any party related to JMU from third parties. Respond to Items a. through i. below relative to this information.
 - a. Identify the type/specific information being collected (*User Data – Anonymous or Personally Identifiable*).
 - b. Specify who collects the information.
 - c. Specify why the information is collected.
 - d. Describe how the information is collected (*explicitly, via Cookies, via Web Bugs, etc.*)
 - e. Describe how the information is used.
 - f. Specify how long the information is retained.
 - g. Describe how the information is stored and kept.

- h. Describe how the information is secured.
 - i. Specify whether you share the information with another party.
2. Specify the transaction information collected/maintained.

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 (CD or flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and 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 any addenda is the mandatory controlling version of the document. Any modification of or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement Services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications 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 should 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 submits 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 acknowledgments, 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 limited to the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as Attachment A to this RFP.
5. Small Business Subcontracting Plan, included as Attachment B to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. “*Pricing Schedule*” of this Request for Proposal.

VI. EVALUATION and AWARD CRITERIA

A. EVALUATION CRITERIA:

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

1. Quality of products/services offered and suitability for the intended purposes.
2. Qualifications and experience of Offeror in providing the goods/services.
3. Specific plans or methodology to be used to perform the services.
4. Participation of Small, Women-Owned and Minority (SWAM) Businesses
5. Cost

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

- B. AWARD: 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 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 (Revised 8/18/15 ABS)

- A. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*)

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over

\$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or 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 subcontractor(s), 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 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 bid or proposal under this solicitation, the bidder or 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 bidder or 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 \$50,000, 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: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or 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 bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/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:

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) Department of Small Business and Supplier Diversity (SBSD)-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not Department of Small Business and Supplier Diversity (SBSD)-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

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. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US 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. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time
Street or Box No.	RFP Number	
City, State, Zip Code	RFP Title	

Name of Purchasing Officer: _____

The envelope should be addressed as directed on the title page of the solicitation.

The offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non-responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568-7936 or 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of nine (9) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (*to include government/state agencies, political subdivisions, etc.*), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating

entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/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 SBSBD-certified small businesses. This shall not exclude SBSBD-certified women-owned and minority-owned businesses when they have received SBSBD small business certification. No bidder/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 bids or 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 SBSBD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- K. 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.
- L. 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.
- M. 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,
- N. 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.
- O. 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.

- P. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor assures that information and data obtained as to personal facts and circumstances related to students, faculty, and staff 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*. 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.
- Q. EXCESSIVE DOWNTIME: Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of in operability. The period of in operability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than two (2) consecutive calendar days, the contractor shall promptly replace the equipment or software at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within two (2) days following the request for replacement.
- R. 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.
- S. RENEWAL OF MAINTENACE: 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. SOFTWARE UPGRADES: The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.
- U. SOURCE CODE: In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.

- V. TERM OF SOFTWARE LICENSE: Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.
- 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 proposal, the 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. 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.
- Z. 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*.

IX. METHOD OF PAYMENT

The contractor will be paid on the basis of invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers. We are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at:

http://www.jmu.edu/acctgserv/expenditures/vendor_pay_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.

Describe the maintenance costs for the first year, and, on the basis of an annually renewable contract, the maintenance costs for each of the following nine (9) years.

Specify any associated charge card processing fees, if applicable, to be billed to the University.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

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 #
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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: _____

RETURN OF THIS PAGE IS REQUIRED

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 SBSDD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

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ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

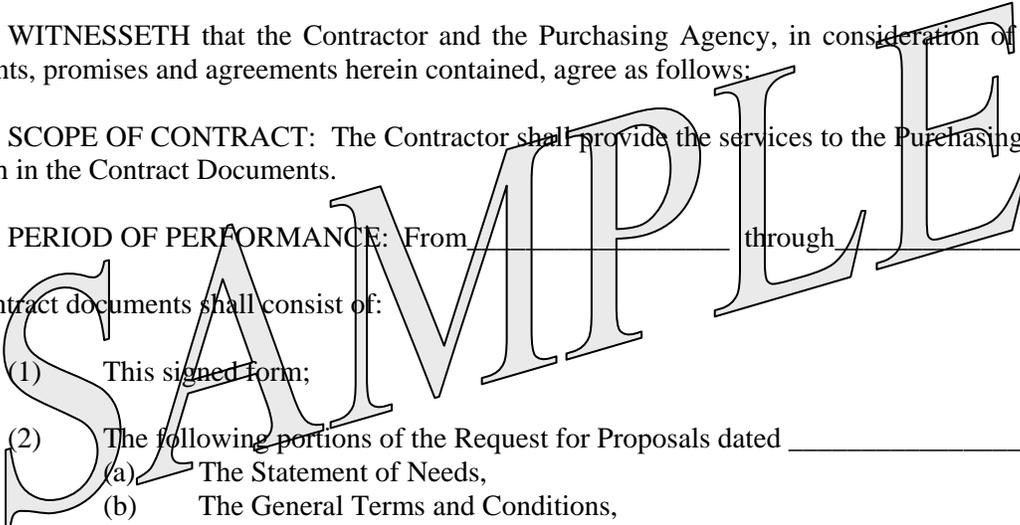
This contract entered into this _____ day of _____ 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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: _____