JMU
JAMES MADISON
UNIVERSITY.

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT
Contract No.**UCPJMU5502**

This contract entered into this 1st day of May 2019, by Avviato, Inc, dba HandsOn Connect Cloud Solutions hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From May 1, 2019 through April 30, 2020 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 LBS-1014 dated July 24, 2018:
  (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;

(3) The Contractor's Proposal dated August 22, 2018 and the following negotiated modifications to the Proposal, all of which documents are incorporated herein:
  (a) Negotiations Summary, dated April 26, 2019;
  (b) HandsOn Connect Client Services Agreement;
  (c) HOCCS response dated November 30, 2018 to "Follow-up questions to RFP# LBS-1014 -James Madison University Volunteer Management Software";
  (d) HOCCS response dated February 21, 2019 to "Follow-up questions to RFP# LBS-1014- James Madison University Volunteer Management Software;
  (e) HOCCS response dated March 19, 2019 to "Follow-up questions to RFP# LBS-1014- James Madison University Volunteer Management Software";
  (f) HOCCS "Beta Partner Program" dated June 2018- Version 1b;
  (g) JMU Information Technology Services Addendum;
  (h) Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form, which shall govern in conflict.

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

CONTRACTOR:

By: _Alfredo Boccalandro_
      (Signature)
      —15B026J9905047A...

Alfredo Boccalandro
(Printed Name)

Title: CEO

Rev. 10/14/09

PURCHASING AGENCY:

By: _____
      (Signature)

LeeAnne Beatty Smith
(Printed Name)

Title: _Buyer Senior, JMU_

RFP # LBS-1014 Volunteer Management System
Negotiation Summary for Avviato, Inc. dba HandsOn Connect Cloud Solutions

4/26/19

1. Contractor agrees that this Negotiation Summary modifies the Contractor's response to RFP# LBS-1014.

2. Pricing:

   A. Annual Licensing Fees (ongoing)

Product and Services	Standard Cost	Beta Partner Cost *
HandsOn Connect Product License and Support & Service Cost (annual). Includes: ● Product license & Support for 1 year ● 5,000 Active Users (volunteers, staff, department staff, partners) ● Monthly HandsOn Connect Releases ● Weekly HandsOn Connect Live Support Labs ● Regularly Scheduled Success Trainings ● HandsOn Connect Online Documentation and Support Desk ● Test Instance ● Additional Salesforce sandboxes (up to 30)	$5,000	$0
20,000 additional active users(1) (annual)	$5,000	$0
Chat and In-App Messaging Module (annual)	$5,800	$5,800
Check-in/out Kiosk (annual)	$1,200	$1,200
HandsOn Connect Advanced Registration & Signup (annual)	$1,200	$1,200
Spanning Backup (annual)	$750	$750
4 Salesforce Full (Enterprise) Admin Licenses (annual) Three full admin licenses for the client and one license must be dedicated to HOC	$1,728	$1,728
4 Salesforce Platform Admin Licenses (annual) Admin Staff level licenses	$1,728	$1,728
First-year Annual	$22,406	$12,406

![JMU James Madison University]

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*   For Beta Partner Pricing, starting in year two the pricing for the Product License and Support & Service is the Standard Price minus 20%. The same applies to the Additional Active Users.

B. Initial Implementation Services (One-time)

Product and Services	Standard Cost	Beta Partner Cost
HandsOn Connect Set-up Costs (one-time). Includes: Onboarding, setup, and basic configuration Standard Data migration Use one of our Default Themes and customization to include the client's branding and general look & feel	$4,800	$4,800
Custom branded and workflows	$7,680	$7,680
Project Management	$2,880	$2,880
Initial Implementation (One-time) Subtotal	$15,360	$15,360

C. Optional Costs

Product and Services	Cost
Single Sign On (SSO) Shibboleth Integration (one time)	$2,600
Premium/Priority Support (annual)	$7,200
Additional Full Admin Licenses (annual per user)	$432
Additional Training for End Users	$3,600
Additional Platform Admin Licenses (annual per user)	$72 to $432

![JMU - James Madison University]

RFP # LBS-1014 Volunteer Management System
Negotiation Summary for Avviato, Inc. dba HandsOn Connect Cloud Solutions

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D. On-Demand Products & Services- Contractor shall provide detailed project quotes *(number of hours to be worked, contracted hourly rates, deliverable(s) to be provided, timelines, total cost)* for the scope of work provided by the Purchasing Agency.

Product and Services	Cost
Subsites: Standalone branded sites using a path URL for partners who want their own landing page.	$950/year
Minisites: Same as Subsites but also includes their own CMS, Registration, and Sign Up Workflows and Check-in/out Kiosk	$1,800/year
Verified Volunteers Module (Fees per individual background check transaction from Verified Volunteers, may apply)	$800/year
Virtual and Ongoing Technical Services (e.g. System Admin, Development, Support, Training)	$150/hour
Salesforce Admin, Development, Implementation, and Integration services	$160/hour
General Admin, Development, Implementation, and Integration Services	$135/hour
Analytics and Metrics Services	$175/hour
Customer Success Consulting	$175/hour
General Consulting Services	$175/hour
Virtual and Ongoing Management Services (e.g. donor management, volunteer management, disaster support).	$150/hour

3. The Purchasing Agency will issue purchase orders that shall authorize the Contractor to proceed with work. There shall be no work permitted under this contract without an agency issued purchase order. Any Purchasing Agency requested change(s) to the project scope of work that will institute a change in cost shall be addressed through an updated project quote and purchase change order; there shall be no increase to the project cost otherwise.

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

RFP # LBS-1014 Volunteer Management System
Negotiation Summary for Avviato, Inc. dba HandsOn Connect Cloud Solutions

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5. The Contractor acknowledges it has reviewed and shall adhere to the Complimentary User Entity Controls listed in the SOC 2 report for each of its subservice providers including, but not limited to, Salesforce.com, Inc., Microsoft Azure, Linode, LLC, and Spanning Cloud Apps, LLC. Contractor shall assist the Purchasing Agency with ensuring the Complementary User Entity Controls relevant to the Purchasing Agency are adequately addressed/mitigated as part of the implementation and ongoing operations of the system/services provided by the Contractor to the Purchasing Agency.

6. Contractor Invoicing:
   a. Shall occur upon completion of work *(monthly project progress invoicing is acceptable)*.
   b. Shall occur at the contracted hourly rate in quarter hour increments for the actual time that work was performed.

7. There shall be no miscellaneous fees invoiced to the University that have not been identified herein.

HANDSON CONNECT CLIENT SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into as of the **1st day of May, 2019** (the "Effective Date"), by and between **James Madison University** ("Client"), an organization with its principal place of business at **752 Ott Street (MSC 5720), Wine-Price Hall, Suite 1033, Harrisonburg, VA 22807**, and Avviato, Inc ("Avviato", "HOCCS"), d/b/a HandsOn Connect Cloud Solutions, with its principal place of business at 12157 W Linebaugh Ave, #332. Tampa FL 33626. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.   DEFINITIONS.

All capitalized terms, where not otherwise defined herein, shall have the meanings set forth in the attached Exhibit A.

2.   TERM.

The term of this Agreement is in accordance with JMU Contract# UCPJMU5502. The initial term and any renewals thereof shall be referred to herein as the "Term."

3.   GRANT OF RIGHTS TO ACCESS AND USE.

  a. **Client Rights**. Conditioned upon Client's continuing compliance with the terms of this Agreement and acceptance of the terms of the Salesforce Master Service Agreement (provided for future reference in case the Client upgrades to HandsOn Connect Standard), a version of which is referenced hereto as Addendum A, HOCCS grants to Client during the Term, a non-assignable, non-transferable, non-exclusive, revocable, limited right to access and use the software services platform named "HandsOn Connect," which provides for full lifecycle volunteer management and which is built on the HandsOn Connect platform (the "Services"), described more fully in Exhibit B attached hereto. This right to use the Services is limited to the number of active volunteers set forth in Exhibit B. Client acknowledges

that it hereby receives no right to use the HandsOn Connect services platform, independent from HOCCS' Services and Support.

b. **Rights to New Functionality**. From time to time HOCCS may introduce new functionality into the Services. HOCCS may, in its sole discretion, offer such new functionality to all of its Clients for an additional fee specified by HOCCS. Client shall have the right to refuse new functionality if it is fee-based.

c. **Terms of Service and Privacy Policy**. Client is responsible for its own and its Authorized Users' continual compliance with HandsOn Connect's Terms of Use and Privacy Policy. The current version of HandsOn Connect's Terms of Service is available at https://www.handsonconnect.org/terms-and-conditions. The current version of HandsOn Connect's Privacy Policy is available at https://www.handsonconnect.org/privacy-policy. HOCCS reserves the right to update or amend the "Terms of Service" and "Privacy Policy" from time to time. HOCCS agrees to notify Client in such an event, and Client agrees at such time to update the Terms of Service and Privacy Policy posted on and applicable to its website. Client shall not, and will not permit others to, engage in activities prohibited by HOCCS (and will investigate any alleged violations thereof by Authorized Users), including, without limitation, (i) intentionally accessing data not intended for use by Client or Authorized Users, (ii) attempting to breach security or authentication measures without proper authorization or interfere with the Services or the Software, (iii) taking any action in order to obtain Services or Software to which Client or Authorized Users are not entitled, or (iv) assisting or permitting any persons in engaging in any of the activities described above.

d. **Rights to Client Data**. Client shall own all data regarding Client's volunteers, sources of funding, and other information provided by Client or its authorized representatives, including Volunteer Opportunity Data when using the Services ("Client Data").

e. **Use for Reporting Purposes**. Client agrees that HOCCS shall be entitled to use aggregate, de-identified forms of Client Data for statistical or other business purposes of HOCCS under the terms of Section 3(d).

f. **Use for Third-party Notification Purposes**. In addition to the license granted to "Client Data," unless otherwise agreed to by the Parties in writing, Client grants to HOCCS a non-exclusive and terminable right and license to the Volunteer Opportunity (Project) Data for HOCCS' provision of the Volunteer Opportunity Data to third parties for the purpose of permitting such third parties to provide Volunteer Opportunity (Project) Data to individuals and entities affiliated with such third parties. This use is solely for the purposes of promoting the Client's volunteer opportunities (projects) available from Clients, if the Client opted in. FOR CLARITY, IN NO EVENT WILL HOCCS PROVIDE PERSONALLY IDENTIFIABLE

INFORMATION REGARDING CLIENT'S PERSONNEL OR VOLUNTEERS TO ANY THIRD PARTY WITHOUT THE EXPRESS WRITTEN CONSENT OF CLIENT, OR OTHERWISE REQUIRED BY LAW. ACCEPTANCE OF THIS AGREEMENT DOES NOT CONSTITUTE CLIENT'S EXPRESS WRITTEN CONSENT.

4.   **CLIENT RESPONSIBILITIES.**

a.   **Client Systems**. Client shall be solely responsible for procuring and maintaining the necessary hardware and software for accessing and utilizing the Services. HOCCS has no responsibility for providing Client with any computer hardware or other equipment, except that HOCCS will host the Services and Software from its own servers.

b.   **Access by Authorized Admin Users**. Client shall be solely responsible for identifying a system administrator and making such person known to HOCCS. Client's use of the Services requires that a system administrator be known to HOCCS at all times.

c.   Others as set forth in Exhibit D, if any.

5.   **TERMINATION.**

a.   **Termination**. Either party may terminate this Agreement and the rights granted herein (apart from those identified as non-terminable) if the other party materially breaches any of the provisions of this Agreement and fails to remedy such breach within thirty (30) days after receiving written notice thereof, provided the breach does not relate to a monetary obligation (in which case HOCCS may exercise its rights under Section 6(a)) or breach of confidentiality (in which case the non-breaching party may exercise its rights under Section 7(f)). Termination of this Agreement does not constitute either party's exclusive remedy for breach or non-performance by the other party and, subject to the other provisions of this Agreement, each party is entitled to seek all other available remedies, both legal and equitable, including injunctive relief.

b.   **Insolvency.** Should either party (i) admit in writing its inability to pay its debts generally as they become due; (ii) make a general assignment for the benefit of creditors; (iii) institute proceedings to be adjudicated a voluntary bankruptcy; (iv) consent to the filing of a petition of bankruptcy against it; (v) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (vi) seek reorganization under any bankruptcy act; (vii) consent to the filing of a petition seeking such reorganization; or (viii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such party's property or providing for the liquidation of such party's property or business affairs; then, in any such

event, the other party, at its option and without prior notice, may terminate this Agreement effective immediately.

c. **Effect of Termination**. Upon termination of this Agreement: (i) all rights granted to Client hereunder shall immediately cease; (ii) HOCCS shall terminate Client's access to the Services and the Software; (iii) Client shall immediately cease use of the Services and the Software in any manner whatsoever, and return all copies of documentation and other related materials to HOCCS; (iv) Client shall remove or make copies of Client Data for its own use within sixty (60) days of termination; and (v) all undisputed payments owed to HOCCS for Services performed prior to termination shall be immediately due and payable.

d. **Survival**. Where the context or wording of a section indicates, the terms of this Agreement shall survive its termination, including, without limitation, Sections 3(e), 3(f), 5(c), 5(d), 6(a) (with respect to interest on past-due payments), 7(a), 7(c), 7(d), 8(c), 9, and 10 hereof.

e. **Refund or Payment upon Termination**. If this Agreement is terminated by the Client with cause in accordance with Section 5.a, the Client is entitled to any prepaid fees covering the remainder of the term of the Product License and Support & Service Cost after the effective date of termination. If this Agreement is terminated by HOCCS in accordance with Section 5.a, the Client will pay any unpaid fees covering the remainder of the term of the Product Licensing and Support fees, and fees covering any delivered work or services. In no event will termination relieve the Client of the obligation to pay any fees payable to HOCCS for the period prior to the effective date of termination.

6. **PRICING AND PAYMENT.**

a. **Fees**. The current fee schedule for the Services provided hereunder are set forth in Exhibit B attached hereto and incorporated by reference ("Fees"). Unless specified otherwise in Exhibit D on an Amendment, all Fees and related payments are due within thirty (30) days of receipt of invoice. Payment should be made in immediately available U.S. Dollars, without withholding, deduction or offset. Fees shall be invoiced annually. All disputed invoices shall be resolved in accordance with Section 10 of this Agreement. Client shall pay interest on all undisputed amounts not paid within thirty (30) days of the date of invoice, at the rate of 1.5% per month, or the highest lawful rate, if less. HOCCS has the right to suspend or terminate Client's access to the HOCCS Services for non-payment upon thirty (30) days' written notice. In the event Client wishes to reestablish its access to the suspended Services, it shall be required to pay the Reconnection Fee.

b. **Increases**.

This contract may be renewed by the Client 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 Client's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Client 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 Client 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.

c. **Taxes**. The Fees do not include any charge for taxes and Client is solely responsible for paying any and all national, state and local taxes (including any and all export/import taxes and customs duties) attributable to the Services rendered by HOCCS in connection with this Agreement, excluding only taxes based upon the net income of HOCCS.

7. **HOCCS' PROPRIETARY RIGHTS; NONDISCLOSURE.**

a. **HOCCS Ownership**. HOCCS owns and shall retain all right, title and interest in and to the Intellectual Property Rights in the Services, the Software, and Proprietary Information, including without limitation all source and object code, specifications, designs, processes, techniques, concepts, improvements, discoveries and inventions, including without limitation any modifications, improvements or derivative works thereof and all works of authorship created, invented, reduced to practice, authored, developed, or delivered by HOCCS or any third-party, either solely or jointly with others, arising from this Agreement or any amendment to it, including without limitation all copies and portions thereto, whether made by or under the direction of HOCCS or Client ("HOCCS Intellectual Property"). For clarity, any Client-paid-for customizations to its specific instance of the Services prepared under a separate statement of work, and with HOCCS' prior written

consent, referencing this Section 7(a) and Section 7(b)(i) below, shall be owned by Client; provided, however, Client grants to HOCCS a non-exclusive, non-terminable, perpetual, royalty free right to use, create derivative works and sell any such customizations with the HandsOn Connect platform and related and successor services.

b. **HOCCS Intellectual Property Protection**. Client shall not itself nor shall it permit any other party to:

    i.   Disassemble, decompile, decrypt, or reverse engineer, or in any way attempt to discover or reproduce source code for any part of the Services; adapt, modify, or prepare derivative works or inventions based on any HOCCS Intellectual Property; or use any HOCCS Intellectual Property to create any computer program or other material that performs, replicates, or utilizes the same or substantially similar functions as the Services or Software.

    ii.   By any means sell, transform, translate, assign, pledge, mortgage, encumber, or otherwise dispose of any HOCCS Intellectual Property or any of the rights or obligations granted or imposed on Client hereunder. In no event shall this Agreement, or any rights or privileges hereunder, be an asset of Client under any bankruptcy, insolvency, or reorganization proceedings, or in any other manner whatsoever; provided, however, this Agreement and the transactions provided for herein shall be binding upon and inure to the benefit of the parties, their legal representatives, and permitted transferees, successors, and assigns.

c. **Nondisclosure**. Client acknowledges that the source code that underlies the Services is a Trade Secret owned by HOCCS. Each party agrees with the other (A) to hold the Proprietary Information in the strictest confidence; (B) not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information to any third-party, subject to the provisions of subsection (D) below; (C) not to make use of the Proprietary Information other than for the permitted purposes under this Agreement; and (D) to disclose the Proprietary Information only to their respective representatives requiring such material for effective performance of this Agreement and who have undertaken a obligation of confidentiality and limitation of use consistent with this Agreement. The nondisclosure and confidentiality obligations set forth in this Section 7(c) shall survive termination of this Agreement for any reason and shall remain in effect with respect to Trade Secrets for as long as the owner of such information is entitled to protection thereof and with respect to Confidential Information for a period of three (3) years after termination hereof.

d. **Exceptions**. Proprietary Information shall not include information which (1) is already known to the receiving party free of any restriction at the time it is obtained from the disclosing party; (2) is subsequently learned by the receiving party from an independent third-party free of any restriction and without breach of this Agreement; (3) is or becomes publicly available through no wrongful act of either party; (4) is independently developed by the receiving party without reference to any Proprietary Information of the disclosing party; or (5) is required to be disclosed pursuant to a requirement of a governmental agency or law.

e. **Reservation of Rights; Restrictions**. No exclusive rights are granted by this Agreement. Except as expressly set forth herein, no express or implied license or right of any kind is granted herein regarding the Services or Software, including any right to obtain possession of any source code, object code or other technical material relating to the Services or Software or any other Intellectual Property Rights of HOCCS. All rights or licenses not expressly granted to Client herein are reserved to HOCCS and no rights or licenses shall be deemed granted by implication, estoppel or otherwise. HOCCS reserves the right, in its sole discretion and with prior written notice to Client, to modify, discontinue, add, adapt, or otherwise change the Services (so long as the material functionality of the Services remains unaffected), or HOCCS' Policies or procedures.

f. **Remedies**. The parties acknowledge that, in the event of a breach of any or all of Sections 7(a), 7(b), 7(c) and 7(d), by either party, the other party may suffer irreparable damage that cannot be fully remedied by monetary damages. Therefore, both parties agree that either party shall be entitled to seek injunctive relief against any such breach in any court of competent jurisdiction and terminate this Agreement immediately upon written notice to the other party. The rights of either party under this section shall not in any way be construed to limit or restrict the right to seek or obtain other damages or relief available under this Agreement or applicable law.

8. **REPRESENTATION AND WARRANTIES.**

a. **By HOCCS**. HOCCS represents and warrants that (i) it has all necessary rights, licenses and approvals required to perform its obligations hereunder, and to operate and provide the Services and the Software in accordance with this Agreement; (ii) its performance hereunder will be rendered using sound, professional practices in accordance with general industry practices; and (iii) it will comply with all applicable laws, rules, regulations, orders of any governmental (including any regulatory or quasi-regulatory) agency.

b. **By Client**. Client represents and warrants (i) it has all necessary rights, licenses and approvals required to perform its obligations hereunder; (ii) Client's obligations are not in

conflict with any other Client obligations or agreement (in writing or otherwise) with any third-party; and (iii) Client will comply with all applicable foreign, federal, state and local laws, rules and regulations in the performance of its obligations hereunder.

c. **Limited Warranty**. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8, THE SERVICES AND THE SOFTWARE ARE PROVIDED BY HOCCS "AS-IS" AND HOCCS MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SERVICES, OR ANY OTHER MATTER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. HOCCS DOES NOT WARRANT THAT ALL ERRORS CAN OR WILL BE CORRECTED OR THAT THE SERVICES WILL OPERATE WITHOUT ERROR.

9. **INDEMNIFICATION AND LIMITATION OF LIABILITY.**

a. **By HOCCS**. HOCCS agrees to defend, indemnify, and hold harmless Client and its directors, officers, employees, and agents (but not including their customers) from and against any and all third-party claims, demands, costs, damages, and liabilities, including reasonable attorneys' fees, resulting from or arising out of: (i) the Services provided under this Agreement actually or allegedly infringing or violating any patents, copyrights, trade secrets, licenses, or other intellectual property rights of a third-party; (ii) any breach of HOCCS' representations and warranties in this Agreement; (iii) any grossly negligent or willful misconduct of HOCCS; or (iv) failure to comply with HOCCS' obligations under any and all laws, rules or regulations applicable to HOCCS or the Services provided under this Agreement.

b. **By Client**. Client agrees to defend, indemnify, and hold harmless HOCCS, HOCCS Clients, and each of their respective directors, officers, employees, and agents from and against any and all third-party claims, demands, and liabilities, including reasonable attorneys' fees, resulting from or arising out of: (i) any breach of Client's representations and warranties in this Agreement; or (ii) Client's failure to comply with Client's obligations under any and all laws, rules or regulations applicable to Client under this Agreement, except to the extent such violation arises out of HOCCS' obligations hereunder.

c. **Procedure; Remedy**. A party seeking indemnification (the "Indemnified Party") shall promptly notify the other party (the "Indemnifying Party") in writing of any claim for indemnification; provided, however, that failure to give such notice shall not relieve the Indemnifying Party of any liability hereunder (except to the extent the Indemnifying Party has suffered actual material prejudice by such failure). The Indemnified Party shall tender sole defense and control of such claim to the Indemnifying Party. The Indemnified Party shall, if requested by the Indemnifying Party, give reasonable assistance to the

Indemnifying Party in defense of any claim. The Indemnifying Party shall reimburse the Indemnified Party for any reasonable legal expenses directly incurred from providing such assistance as such expenses are incurred. The Indemnifying Party shall have the right to consent to the entry of judgment with respect to, or otherwise settle, an indemnified claim only with the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld; provided, however, that the Indemnified Party may withhold its consent if any such judgment or settlement imposes an unreimbursed monetary or continuing non-monetary obligation on such party or does not include an unconditional release of that party and its Clients from all liability in respect of claims that are the subject matter of the indemnified claim. If any Services, Software, or any portion thereof becomes, or in HOCCS' or Client's reasonable opinion is likely to become, the subject of any such claim or action, then HOCCS, in addition to the indemnification described above, shall either: (i) procure for Client the right to continue using the Services and the Software, or such portion thereof, as contemplated hereunder; (ii) modify the Services or the Software, or such portion thereof, to render same non-infringing (provided such modification does not have a material adverse effect on the use of such Services or Software, or such portion thereof; or (iii) replace same with a functionally equivalent, non-infringing service. If none of the foregoing is commercially reasonable and if such Services, or such portion thereof, are found to infringe the intellectual property rights of a third party by a court, HOCCS or Client will have the right to terminate this Agreement and HOCCS will refund to Client a pro rata portion of the monthly fees paid, but not used.

d. **Limitation of Liability**. NEITHER PARTY NOR ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, WILL BE LIABLE TO THE OTHER FOR ANY CLAIMS FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SERVICES OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH DAMAGES OR CLAIMS ARE BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE. HOCCS' MAXIMUM LIABILITY FOR ANY DAMAGES OR INJURIES TO CLIENT OR ITS CUSTOMERS HEREUNDER, SHALL NOT EXCEED THE TOTAL MONTHLY FEES PAID BY CLIENT FOR THE SERVICES PROVIDED HEREUNDER FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CLAIM AROSE. THIS LIMITATION SHALL NOT APPLY TO ANY BREACH OF CONFIDENTIALITY DESCRIBED IN SECTION 7, HOCCS' INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS IN THIS SECTION 9, OR ANY WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

e. **Risk Allocation**. The parties expressly agree that this Agreement reflects the allocation of risks including the limitation of liability described in this Section 9. Any modification of such risk allocations would affect HOCCS' fees; and in consideration thereof, Client agrees to such risk allocations.

f. **Limitation of Actions**. Neither party may assert any cause of action against the other party more than two (2) years after such cause of action has arisen.

10. **INFORMAL DISPUTE RESOLUTION**. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, in prompt, amicable, and businesslike discussions between management level executives who have authority to settle the controversy. Either party may give written notice of any dispute relating to this Agreement not resolved in the ordinary course of business. Within fifteen (15) days of such written notice, the parties will agree upon a site and the representative of each party who will take part in the settlement negotiations. If the parties fail to resolve the dispute within forty-five (45) days of the written notice, each party shall have full remedies available under law.

11. **GENERAL**

a. **Entire Agreement.**   Intentionally Deleted.

b. **Assignment**. Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement without obtaining the other party's prior written consent to such party's affiliates, or to a successor of all or substantially all of the party's assets or business. Subject to the foregoing limitation on assignment, this Agreement is binding upon and inures to the benefit of the successors and assigns of the respective parties hereto.

c. **Binding Effect**. Subject to the foregoing limitation on assignment, this Agreement is binding upon and inures to the benefit of the successors and assigns of the respective parties hereto.

d. **Governing Law.** This Agreement is to be interpreted in accordance with the laws of the State of Florida, United States of America, without regard to its conflicts of laws. Venue shall be proper in the state or federal courts of competent jurisdiction located in the State of Florida, Hillsborough County, United States of America.

e. **Headings**. Headings of paragraphs in this Agreement are inserted for convenience only, and are in no way intended to limit or define the scope and/or interpretation of this Agreement.

f. **Waiver.** The failure of either party at any time to require performance by the other party of any provision hereof is not to affect in any way the full rights of the first party to require such performance at any time thereafter, nor is the waiver by the first party of a breach of

any provision hereof to be taken or held to be a waiver of the provision itself or any future breach. No waiver shall be effective unless made in writing.

g. **Independent Contractors**. The parties hereto are independent contractors, and nothing in this Agreement is to be construed to create a partnership, joint venture, or agency relationship between HOCCS and Client.

h. **Severability.** If any part, term, or provision of this Agreement is held to be illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions are not to be affected thereby.

i. **Notices**. Except for changes to the definition of Reconnection Fee or changes to Exhibit C, for which HOCCS shall be entitled (but not required) to make by email notification to Client, any notice given pursuant to this Agreement is to be in writing and is to be given by personal service or by first class mail, postage prepaid to the addresses set forth below, or as changed through written notice to the other party. Notice given by personal service is to be deemed effective on the date it is delivered to the addressee, and notice mailed is to be deemed effective on the third (3rd) day following its placement in the mail addressed to the addressee.

Notices to HOCCS shall be sent to the attention of:

Chief Technology Officer
HandsOn Connect Cloud Solutions
12157 W Linebaugh Ave, #332
Tampa FL 33626

Notices to Client shall be sent to the addressee named in Exhibit C.

j. **Force Majeure**. No party shall be liable for failure to perform or delay in performing all or any part of its obligations under this Agreement to the extent that such failure or delay is due to any cause or circumstance reasonably beyond the control of such party including, without limitation, acts of God, fire, flood, storms, earthquake, strike or other labor dispute, acts of terrorism, whether declared or not, government requirement, or civil or military authority. The party affected by such an event shall promptly notify the other party in writing. The party so affected shall take reasonable steps to resume performance with the least possible delay.

k. **Execution in Counterparts and by Facsimile or PDF.** The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together

shall constitute but one and the same instrument. The Agreement may be executed and delivered by facsimile or PDF transmission by email or a service such as Docusign and the parties agree that such facsimile execution or PDF transmission and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

CLIENT		HOCCS	
Signature	_Smith_	Signature	_Alfredo Boccalandro_ DocuSigned by: 15B02619905047A...
Name	LeeAnne Beatty Smith	Name	Alfredo Boccalandro
Title	Buyer Senior, JMU	Title	CEO
Date	5/2/19	Date	5/1/2019

Exhibit A: Definitions

The terms defined in this Exhibit shall include the plural as well as the singular. Other capitalized terms used in this Agreement and not defined in this Exhibit shall have the meanings ascribed to such terms elsewhere in this Agreement. Some lower case terms that appear throughout this Agreement also appear in this Exhibit and elsewhere in this Agreement as capitalized terms. Only when such terms appear as capitalized terms shall such terms have the meanings ascribed to such capitalized terms in this Agreement.

1. "**Users**"

   a) "**Authorized Admin Users**" means any Employee or Independent Contractor who has signed the Non-Disclosure Agreement to whom Client has granted access to HandsOn Connect ("Services"); in no case shall Authorized Admin Users include employees or contractors of another organization in violation of this Agreement.

   b) "**Authorized End Users**" means volunteers, partners and other users who access the system. Examples include Volunteer logins, Volunteer Leader and Partner Staff Logins and Public Site page views.

   c) "**Authorized Users**" means collectively, "Authorized Admin Users" and " Authorized End Users."

2. "**Confidential Information**" means nonpublic proprietary information other than Trade Secrets, of value to its owner, and any data or information defined as a Trade Secret but which is determined by a court of competent jurisdiction not to be trade secret under applicable law.

3. "**Intellectual Property Rights**" means any and all now known or hereafter known or existing worldwide patents, copyrights, moral rights, trademarks, Trade Secrets, Confidential Information or other intellectual property rights, whether arising by operation of law, contract, license, or otherwise, and all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in the foregoing).

4. "**Marks**" means all proprietary trademarks, service marks, trade names, logos, and symbols used to denote either party's products and services.

5. "**Proprietary Information**" means, collectively and without regard to form, any third-party information that either party has agreed to treat as confidential, and information regulated by state or federal law concerning disclosure or use, Confidential Information, and Trade Secrets.

6. **"Reconnection Fee"** is, as of the Effective Date, $500. HOCCS shall be entitled to change the amount of the Reconnection Fee in its sole discretion upon notice to Client.

7. **"Services"** means those services to be provided by HOCCS that provide access, use and support of the Software to and for Client and its customers over the Internet, as further described in Section 3(a) of this Agreement and as more completely described in Exhibit B attached hereto.

8. **"Software"** means HOCCS' software, as further described in Exhibit B attached hereto, and related technical documentation made available over the Internet in the provision of the Services, including all derivative works, updates, customizations and enhancements thereto.

9. **"Support"** means the technical support services provided by HOCCS to Client, as further described in Exhibit B attached hereto.

10. **"Trade Secrets"** means information that: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

11. **"Volunteer Opportunity Data"** means data regarding a Client's projects and opportunities for service provided to its volunteers.

Exhibit B: Services, Software & Support

Functionality and Investment Overview

This proposal addresses the customer's need for a volunteer management technology solution and provides an overview of HandsOn Connect, a best in class volunteer management platform developed and managed by HandsOn Connect Cloud Solutions.

The proposal also addresses the functionality and the options required based on:

- The HandsOn Connect proposal in response the Client's RFP LBS-1014, titled "RFP# LBS-1014, Volunteer Management System" dated August 22, 2018.
- HOCCS response dated November 30, 2018 to "Follow-up questions to RFP# LBS-1014 -James Madison University Volunteer Management Software".
- HOCCS response dated March 19, 2019 to "Follow-up questions to RFP# LBS-1014- James Madison University Volunteer Management Software".
- HOCCS response dated February 21, 2019 to "Follow-up questions to RFP# LBS-1014- James Madison University Volunteer Management Software.
- HOCCS "Beta Partner Program" dated June 2018- Version 1b

Investment Overview

We assume that the customer is purchasing HandsOn Connect and that the customer is a registered 501(c)3. This allows the customer to enjoy the nonprofit pricing for HandsOn Connect, a 50% discount from our standard price.

As a nonprofit, you should also qualify for the Salesforce Power of Us (ten (10) Enterprise Edition licenses for Salesforce.com), a donation program for your organization. HandsOn Connect will work with you to secure this licensing program in coordination with your new HandsOn Connect product. Note that one license must be dedicated to HandsOn Connect.

The pricing for HandsOn Connect is split into two parts: Annual Licensing Fees and the Initial Upfront Investment. Fees labeled as "annual" mean that they are recurring every year, those labeled as "one-time" mean that they only occur once and are not recurring.

Beta Partner Program Pricing

HOCCS can extend to the Client its Beta Partner Pricing, under which the client would receive reduced pricing in order to provide references and feedback to HOCCS, as well as other higher ed institutions that are exploring the same opportunity.

If the Client opts-in to Beta Partner Program, the Client would receive:

- Free product license for the first year (worth $10,000) and then a 20% discount partner discount on the product license in subsequent years (while the Client remains in the Beta Partner Program).
- Prioritize Feature Requests
- Early access to new features

The Pricing Schedule (the section below) shows Beta Partner Cost in the column of the same name.

Pricing Schedule

The pricing for HandsOn Connect is split into two parts: Annual Licensing Fees (ongoing) and the Initial Upfront Investment (one-time). Fees labeled as "annual" mean that they are recurring every

year, those labeled as "one-time" mean that they only occur once and are not recurring. All amounts are in USD.

Part 1a: HandsOn Connect Annual Licensing Fees (ongoing)

Product and Services	Standard Cost	Beta Partner Cost
HandsOn Connect Product License and Support & Service Cost (annual) Includes: ● Product license & Support for 1 year ● 5,000 Active Users (volunteers, staff, department staff, partners) [1] ● Monthly HandsOn Connect Releases ● Weekly HandsOn Connect Live Support Labs ● Regularly Scheduled Success Trainings ● HandsOn Connect Online Documentation and Support Desk ● Test Instance ● Additional Salesforce sandboxes (up to 30)	$5,000	$0
20,000 additional active users[1] (annual)	$5,000	$0
Chat and In-App Messaging Module (annual)	$5,800	$5,800
Check-in/out Kiosk (annual)	$1,200	$1,200
HandsOn Connect Advanced Registration & Signup (annual)	$1,200	$1,200
Spanning Backup (annual)	$750	$750
First-year Annual	**$18,950**	**$8,950**

In subsequent years, starting in year two, the Standard Pricing remains the same. For Beta Partner Pricing, starting in year two the pricing for the Product License and Support & Service is the Standard Price minus 20%. The same applies to the Additional Active Users. Note that the term in clause 6.b. apply.

Part 1a: HandsOn Connect Annual Licensing Fees (ongoing)

Product and Services	Standard Cost	Beta Partner Cost
4 Salesforce Full (Enterprise) Admin Licenses (annual)	$1,728	$1,728

	Standard Cost	Beta Partner Cost
Three full admin licenses for the client and one license must be dedicated to HOC		
4 Salesforce Platform Admin Licenses (annual) *Admin Staff level licenses* (Note 11/2/2018: Pricing shown is for Full Enterprise, not Platform, pending level of access needed by the client for these users.)	$1,728	$1,728
First-year Annual/Ongoing Subtotal	**$3,456**	**$3,456**

Part 2: Initial Upfront Investment (One-time)

Product and Services	Standard Cost	Beta Partner Cost
HandsOn Connect Set-up Costs (one-time) Includes: • Onboarding, setup, and basic configuration • Standard Data migration • Use one of our Default Themes and customization to include the client's branding and general look & feel	$4,800	$4,800
Custom branded and workflows	$7,680	$7,680
Project Management	$2,880	$2,880
One-time Subtotal	**$15,360**	**$15,360**
Total Year 1 (Annual licenses + One-time upfront costs)	**$37,766**	**$27,766**

Part 3: Optional Costs

Product and Services	Cost
Single Sign On (SSO) Integration (one time)	$2,600
Premium/Priority Support (annual)	$7,200
Additional Full Admin Licenses (annual per user)	$432
Additional Training for End Users	$3,600

Additional Platform Admin Licenses (annual per user)	$72 to $432
Additional End User Licenses (annual per 1,000 users) *Volunteers, volunteer leaders, group leaders, partner staff. Volume discounts are available: 50% after 50k users and 75% after 100k users.*	$250

[1]An **Active User** is not the total number end-users such as volunteers or partners a customer has. It is the number of end-users that have created an account or signed up for an opportunity in the specified period (one year). On average, organizations typically have between 20% and 30% as active users. This is a soft cap. We would never prevent a user from using the system if the limit is reached. We would first contact the customer to discuss options. We also allow for seasonality, where the cap can be exceeded by 300% for up to 3 months per year.

Terms

Annual fees: Are due at the beginning of the performance term or period. The first year's annual period shall begin upon Client's acceptance of successful completion of product and services outlined in Exhibit B, Part 2 above.

Onboarding fees Exhibit B, Part 2 above): Shall be invoiced upon Client's acceptance of successful completion (progress invoicing is acceptable)

Prepaid Hours: are due before the work starts. Prepaid hours give you discounted hours to use towards items such as custom development, custom training, system setups and configurations, such as support and development services for Salesforce and other platforms such as PHP, .Net, Drupal, and Wordpress. If you prefer different terms, we offer to pay for the work 40% at the start, 20% at the first UAT, 20% at the second UAT and 20% when completed, note that the Prepaid Hours discount will not be applied under these terms.

Timeline

The timeline to build and customize this solution is estimated to be 12 to 20 weeks, depending on when the availability of the client, and feedback times. A project plan will be established at the beginning with the client.

Your Contact

For more information about HandsOn Connect Cloud Solutions, please contact:

Alfredo Boccalandro   17157 W Linebaugh Ave, 332
alfredo@handsonconnect.org   Tampa FL 33626
(256) 580-6177   www.handsonconnect.org

Exhibit C: Client Notice Contact

Name	LeeAnne Beatty Smith
Title	Buyer Senior, Procurement Services
Address	752 Ott Street (MSC 5720), Wine-Price Hall, Suite 1033, Harrisonburg, VA 22807
Phone	540-568-7523
Fax	
Website	www.jmu.edu/procurement
Email	smith2LB@jmu.edu

Exhibit D: Amendments

ADDENDUM A

SALESFORCE.COM MASTER SUBSCRIPTION AGREEMENT

It is the Client's intention to utilize the College of William and Mary cooperative contract #WM-C1434C-14 with Salesforce for the acquisition of Salesforce Licenses required for the HOCCS Volunteer Management Software. The contract between the Client and HOCCS is subject to Salesforce's continued agreement to allow the Client to use contract #WM-C1434C-14, or another contract at the Client's discretion, for the purchase of these licenses.

Follow-up questions to RFP# LBS-1014
James Madison University Volunteer Management Software

Vendor: HandsOn Connect Cloud Solutions, Tampa FL
November 21, 2018 - Version 1a
November 30, 2018 - Version 1b

Below are the responses to the additional IT-related questions requested on October 29, 2018. Please let us know if additional information or details are needed.

A. Application Technology

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

   As understood under the current scope, no list batch jobs are will be needed under the understood requirements. The following transactions are not done on a real-time basis:

   - Updates to the public catalog of volunteer (service) projects are scheduled for every 5 to 15 minutes.
   - Some rollup jobs such as (on demand processing is available):
     - Rollup Donations Batch
     - Rollup Allocations Batch
     - Recurring Donations Batch
     - Level Assignment Batch
   - Some Dashboard updates

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

   The recommended expertise for the university technical staff is:

   - Salesforce System Admin skills
   - Understanding the Salesforce Higher Education Architecture (HEDA) and/or the Nonprofit Success Pack (NPSP) models. HandsOn Connect is compliant in both.
   - Basic HTML skills
   - Content Management skills (training provided)

- Understanding of SSO and integrations, if SSO will be used
- Understanding of basic domain and DNS configuration

There are several tools that might come in handy for the technical staff:

- Salesforce Dataloader: for exporting and importing data.
- Salesforce Workbench: REST explorer to obtain response data, as well as view data and metadata.
- ElementsCloud: tools to inspect and document Salesforce instance
- FIeldtest: Helps looks for fields that aren't being used, have been misused, or have become stagnant for a long period.
- Salesforce Trailhead: an extensive library of tutorials and resources that can help a Salesforce Admin.

3. **Describe how JMU's e-mail systems would be incorporated with your system's operation.** *(Faculty/Staff – on premise Exchange and students – Office365).*

HandsOn Connect leverages the Salesforce email services. Salesforce offers several integrations with Microsoft Exchange, such as:

- Lightning Sync for Microsoft Exchange: Keeps your contacts and events in sync between your Microsoft Exchange server and Salesforce without installing and maintaining software manually.
- Connect Salesforce and Microsoft Exchange Using an Exchange Service Account
- Connect Salesforce and Microsoft Exchange Using OAuth 2.0
- Salesforce for Outlook

Third-party tools are also available such as Cirrus Insight and Mulesoft.

We will work with the JMU staff to determine the best integration.

B. Services

1. **Describe other services available from your company and/or partners and state any associated costs. Describe any services offered that are not included in the base product.**

Our team specializes in web application development and can build, troubleshoot, deploy, integrate, administer, and the program just about anything, as well as provide project managers, support staff, and tech leads that make sure we deliver.

We have been developing web applications for close to 20 years. We work with major development platforms and languages. The key benefit to our integrated services (strategy, design, technology, and analytics) for you is that we understand what it takes to manage and launch a successful project across all phases of development.

Here are some of the services we offer that are not included in the proposal:

Product and Services	Cost
Subsites: Standalone branded sites using a path URL for partners who want their own landing page, filtered searches, and branding	$950/year[1]
Minisites: Same as Subsites but also includes their own CMS, Registration and Sign Up Workflows and Check-in/out Kiosk.	$1,800/year[1]
Verified Volunteers Module (Fees per individual background check transaction, from Verified Volunteers, may apply)	$800/year
Virtual and Ongoing Technical Services (e.g., System Admin, Development, Support, Training). Minimum of 16 hrs.	$150/hour[2]
Salesforce Admin, Development, Implementation and Integration services.	$160/hour[2]
General Admin, Development, Implementation and Integration Services (e.g., API, JS Stacks, PHP/.Net, SQL)	$135/hour[2]
Analytics and Metrics Services	$175/hour[2]
Customer Success Consulting	$175/hour[2]
General Consulting Services	$175/hour[2]
Virtual and Ongoing Management Services (e.g., donor management, volunteer management, disaster support). Minimum of 16 hrs.	$150/hour[2]
(1) Discounts available as well as an Unlimited License. (2) Discounts available for monthly and yearly engagements, as well as pre-paid hours.	

C. General

1. **Describe your approach to test and production environments including licensing requirements and state any associated costs.**

   We use a software-as-a-service (SaaS) software development cycle with an Agile methodology. All changes go through our Change/Risk Management process and team, and QA process, which includes development patterns, code reviews, component testing, regression testing, integration testing, performance + scalability testing, as well as UAT and beta testing for new features.

   Testing and production environments are included in the base license of HandsOn Connect and Salesforce, as follows:

   1. The **HandsOn Connect Core Application** has its own set of production, testing and staging servers. All testing is done by the HandsOn Connect team unless user acceptance testing (UAT) and/or beta testing is required. The customer can request a HandsOn Connect test site be connected to an available Salesforce sandbox, at no cost.

2. The **Customer Salesforce Instance** includes a production instance and several sandboxes, which are used for custom development, configurations, integrations, and testing. Included in the Salesforce license are up to 30 development and one partial-copy sandbox. Full Copy sandboxes are available for a fee that is a percentage of the Salesforce costs (usually between 20% and 30%).

2. **Describe your relationship with the vendor(s) of any third-party tools (*i.e. reporting tools, application server and DBMS vendors, etc.)* included in this proposal including licensing, support for the product(s), and versions *(e.g. full or modified).***

   HandsOn Connect has many relationships with third-party vendors, though in this proposal, as understood by our team, only two third-party solutions are required:

   ● The primary relationship with a third-party vendor tool is with Salesforce. We are a Salesforce ISV Partner and our solution runs on the Salesforce platform and requires a minimum of one Salesforce full Enterprise license, which is dedicated to HandsOn Connect. We also support Salesforce, as it is used by our solution. Full Salesforce support is also available if desired, through our team or with Salesforce,
   ● We are a partner with Spanning Backup. Their licensing cost is in the proposal for their full version. In combination with this vendor, we support their product.

   The current proposal does not include any other third-party tools.

3. **Describe active user groups and how they function.**

   HandsOn Connect provides a forum in the online knowledge base and help desk system where customers can submit, comment and vote on feature requests, as well as post topics and interact.

   We also provide community webinars to discuss customer led topics and to share ideas and get feedback.

   We also hold sessions and roundtables for users virtually and at conferences, such as the annual ServiceUnites Conference.

   Since HandsOn Connect does leverage elements of Salesforce, for admins and some staff users, the Salesforce community forums, conferences, user groups are also available to the customer.

D. Technical

1. **Describe your approach to staying current with versions of software utilized by your product.**

   HandsOn Connect runs on a Platform-as-a-Services from Salesforce and Microsoft Azure, which keep current the platforms their platforms.

   For our solution, we do utilize some libraries and software that we review quarterly for updates, except for security updates which evaluate when available.

2. **Provide the support lifecycle for your proposed solution. Provide a roadmap for both the functionality and the technology of your solution.**

   Our product development process is designed to continuously receive input from clients, in each iteration or "sprint." This is because we combine Lean Product Development with Agile development methodologies, also known as Lean Software Development (LSD).

   This makes our roadmap dynamic and we aim to build our long-term goals and at the same be agile to respond to shorter-term needs. It allows us to adjust, as needed, for shifts in the sector or technology, as well as trajectories, value propositions, and engineering constraints.

   On a quarterly basis, our roadmap is made up by "initiatives", a broad focus which provides the context we will be working on. We then break initiatives down into epics in the product backlog, then further decompose them into requirements and user stories.

   The initiative for the next couple of quarters are:

   ● Q4 2018: Improvements to Skills and Matching Features, and Engagement tools and metrics.
   ● Q1 2019: Mobile and Improvements to Social
   ● Q2 2019: Improvements to Teams and Analytics/Insights
   ● Q3 2019: User Experience (UX) Improvements

   These initiatives do not preclude other features or improvements. We maintain a minimum of 25% of each sprint (release) for general user experience or platform improvements.

3. **Describe support for real-time access to data through a method other than the application.**

   Real-time access to the data is available to REST and SOAP web services.

4. **Describe your product's support for Web Services/Service Oriented Architecture based standards such as JSR 168 Portlet development standard, and JSR 172 Web Services Interoperability Standard.**

   We do not directly support the JSR 168 Portlet development and JSR 172 Web Services Interoperability standards since we are not a Java stack. We do have web services that can be used by a Java portlet, for example.

E. Security

1. **Describe how and where any sensitive data** *(e.g. credit card, financial, authentication credentials, cryptographic keys, SSN, FERPA, HIPAA or other legally regulated data),* **is stored on clients, servers, and participating external devices. Describe how the data is protected** *(e.g. cryptographic algorithms, key size and handling).*

   All sensitive data, as defined in the question above, are stored in Salesforce.

The hosting platforms used by the HandsOn Connect Services, such as Salesforce and Azure, are certified as compliant with some of the most rigorous, industry-accepted security, privacy, and reliability standards. They are certified and audited to standards as a service provider with ISO/IEC 27001, SAS 70 Type II (now SSAE No. 16), SysTrust, and the EU-US and Swiss-US Safe Harbor frameworks. Customers can also use our cloud services to deliver solutions that comply with HIPAA, PCI DSS, and FISMA (moderate level). Additional information about Azure and Salesforce security and privacy programs is available on their websites.

The HandsOn Connect Services and Platform use industry-accepted encryption products to protect Customer Data and communications during transmissions between a customer's network and the Services, including minimum 128-bit SSL Certification and minimum 2048-bit RSA public keys. Additionally, Customer Data is encrypted during transmission between data centers for replication purposes. Connection to the Salesforce service is via secure socket layer/transport layer security, ensuring that our customers have a secure connection to their data. Individual user sessions are uniquely identified and re-verified with each transaction.

The databases are not publicly accessible and are protected by firewalls. Sensitive data is encrypted for added security.

If desired, the customer can use their own encryption keys and certificates.

2. **Describe the ability to audit and monitor the solution. Describe all logging mechanisms and associated formats** *(e.g. ascii log file, windows event log, database).* **Describe abilities to export log and audit data to external systems and/or be fetched from them** *(e.g. syslog, SIEM, OS/application/network monitoring systems).* **Describe the effects of auditing and logging on a production implementation. Specify if the proposed system is sized for full audit capability. Describe elements captured with the audit/logging process.**

Our solution provides auditing and monitoring through logging, tracking, and reports, including:

- System Overview (Schema, API Usage, Licenses)
- Data and Storage Resources (storage limits and usage per storage type)
- Login History (login attempts by instance)
- Identity Verification History (users' identity verification attempts from the past six months)
- Login Activity with Login Forensics (user behavior)
- Training History (Salesforce training classes users have taken)
- Setup Changes (recent setup changes)
- Field History Tracking (You can select certain fields to track and display the field history in the History related list of an object. The field history data is retained for up to 18 months.)
- Debug Logs (trace flags to trigger logging for users and Apex code classes)
- Scheduled Jobs Logs (all reporting snapshots, scheduled Apex jobs, and dashboards scheduled to refresh)
- Background Jobs Logs (background jobs in your organization, such as when parallel

sharing recalculation is running)
- Email Logs (email queue activity)
- System logs (i.e., website logs, web-service/API logs)

All logs can be exported and some can be fetched by an external system.

The effects of auditing and logging on a production implementation, especially those audit processes and logs that are configurable, are mostly:

- Impact on storage usage
- In some cases the use of limits of the number of elements that can be audited

3. **Describe your software development practices as they pertain to security** *(e.g. internal/external code reviews, application scanning, penetration testing)* **and whether test results will be made available to JMU.**

Manual and automated vulnerability testing, as well as code reviews and security pattern testing, are performed during the development process. HandsOn Connect conducts a vulnerability scan of all external-facing (public) infrastructure devices and application penetration test of its solutions.

Vulnerabilities are logged as defects, resolved or mitigated, and verified fixed. We use industry-standards and up-to-date security tools, technologies and practices.

As a Salesforce ISV App, we are also required to comply and pass the Salesforce Security Review, where the Salesforce Product Security team:

- Checks code and app compliance with Salesforce's "Develop Secure Web Apps" guidelines
- Tests defenses against the attacks described on the OWASP Top 10 list.
- Tests all architectural components: AppCloud, Off Platform and Native Mobile App.
- Scans the app with a third-party tool for vulnerability patterns. Checkmarx and BurpSuite were used on HandsOn Connect.

Test results can be available to JMU.

F. Additional Questions

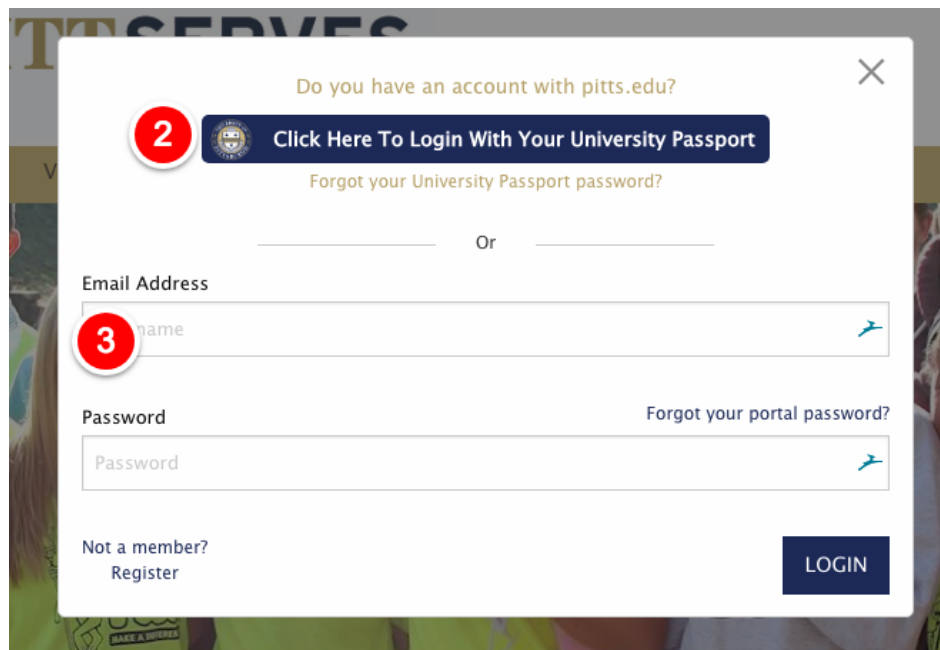## Question(s) Submitted on November 30, 2018

1. **In the proposal, they say they're flexible in authentication methods. We would be interested in using Shibboleth for JMU staff, but would like details on how a volunteer (non JMU) would authenticate. Do they self-register and create a password? Is there password management – if so, what?**

If JMU allows for non-SSO accounts, then we can make available the ability for non JMU volunteers to self-register on the site.

The site can be setup to handle the following cases depending on what JMU wishes to allow:

1. JMU users already logged in to the JMU system will be automatically authenticated. If successful they will not see a login screen on HOC and will be automatically logged in.
2. JMU users not logged in to the JMU system who come directly the HOC will be shown the login screen with the option to user their JMU account. When clicked, they will be directed to login to their JMU account.
3. Non JMU users will be shown the same login screen as above but will need to enter their username and password. If they do not have an account, they can create one on the site.

Below is an example of a log in screen for cases 2 and 3 above. It shows what a non logged-in user would see. The screenshot is from a client who also uses Shibboleth:

The the password management for non-JMU volunteers would be the native HOC password management. The password policy is configured on a per client basis using the following settings:

- **Minimum password length**: 6 characters to a maximum of 64
- **Password complexity**:
  - No restriction—Has no requirements and is the least secure option.
  - Must mix alpha and numeric characters
  - Requires at least one alphabetic character and one number.

○ Must mix alpha, numeric, and special characters. Requires at least one alphabetic character, one number, and one of the following characters: ! # $ % - _ = + < >.
○ Must mix numbers and uppercase and lowercase letters. Requires at least one number, one uppercase letter, and one lowercase letter.
○ Must mix numbers, uppercase and lowercase letters, and special characters. Requires at least one number, one uppercase letter, one lowercase letter, and one of the following characters: ! # $ % - _ = + < >.
● **User passwords expire in**: The length of time until a user password expires and must be changed. Allows for:
○ Never expires
○ Up to 999 days
● **Maximum invalid login attempts**: Maximum attempts before lockout. Default and maximum are 12 attempts. After 6 failed attempts a countdown is shown. When the max is reached the lockout is for 3 hours.

Follow-up questions to RFP# LBS-1014 - Feb 21, 2019
James Madison University Volunteer Management Software

Vendor: HandsOn Connect Cloud Solutions, Tampa FL
February 21, 2018 - Version 1a

Below is the response to the additional IT-related questions requested on February 21, 2019. Please let us know if additional information or details are needed.

JMU Question:

Could HandOn provide a diagram of how this application is deployed across SalesForce, Azure, AWS and Linode. Our technical staff is trying to understand this application and we're new to SalesForce plus we're not sure what role Linode plays in this as a hosting service. We know that SalesForce uses AWS, but where does Azure and Linode come in?

HandsOn Connect Reponse:

HandsOn Connect is a Salesforce Application with a hybrid architecture. Which means that some features run outside of Salesforce, on the Microsoft Azure or Linode platforms.

Salesforce is the main repository of data and backend for HandsOn Connect. Azure and Linode are used for public sites, some public API services, public data aggregation, public data syndication, and public searches and widgets.

All customer data and main features reside in Salesforce, such as:

- Volunteer Application
- Constituent Management (CRM   )
- Main Data Schema
- Customer Data
- Business Rules
- Messaging
- Administrator and Staff Access

For public facing content and features, these reside mostly on the Microsoft Azure platform, such as:

- Public Site
- Public Portals
- Content Management (CMS) for Public Site

Linode is used to host the HandsOn Connect public data search, such as for volunteer opportunity searches which customers have opted to make public. Solr is a search technology based on Lucene used by sites such as Amazon, Instagram, and Netflix. (Note that the Solr services are planned to be moved to Azure in 2019 or 2020.)

Below is a simple diagram of how this application is deployed across SalesForce, Azure, and Linode.
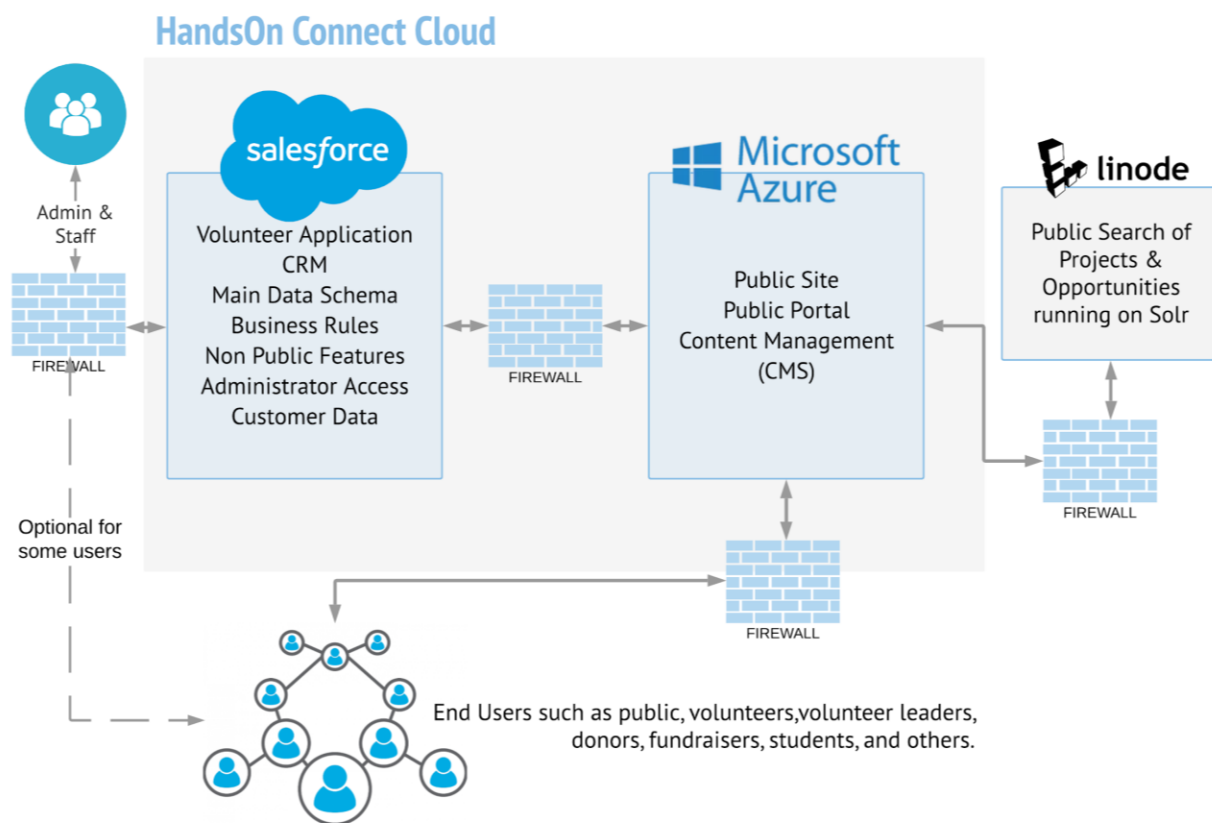
For security and resource management reasons, we prefer the hybrid model given that any element that needs to made available to a "public" user can only be accessed through the public layer of the platform. HandsOn Connect is a unique application because it is a platform built on a platform (i.e., Salesforce), making it the most modular, scalable and flexible solution for constituent engagement (e.g., volunteers, donors, partners) on the market. This is because it is architected as a platform, not a software. For more information, please review our HandsOn Connect Modular Architecture Platform brief.

Follow-up questions to RFP# LBS-1014 - March 19, 2019
James Madison University Volunteer Management Software

Vendor: HandsOn Connect Cloud Solutions, Tampa FL
March 19, 2018 - Version 1a

Below is the response to the additional IT-related questions requested on March 19, 2019. Please let us know if additional information or details are needed.

1. Would Salesforce be utilizing Oracle for the storage of JMU's data, and if so what version? If not Oracle, then what, and likewise, what version?

Though it is known that Salesforce does use Oracle as well as other databases, as a Software-as-a-Service they do not provide details or many specs of their storage technology.   We do not know the version Salesforce is using, but we can assume it is a recent and stable version.

2. Reference E.1 of "Follow-up questions to RFP# LBS-1014" - It is stated that JMU can use its own encryption key and/or certificate.

a. Need an explanation for how the configuration of the encryption key setup works.
For data stores, at rest, Salesforce provides its own encryption, but a client can set up their own encryption key, where they can control over the lifecycle of managing the key. Please refer to Salesforce's documentation such as:
- https://help.salesforce.com/articleView?id=security_keys_using_master.htm&type=5
- https://trailhead.salesforce.com/en/content/learn/modules/spe_admins/spe_admins_set_up
- https://www.salesforce.com/content/dam/web/en_us/www/documents/reports/wp-platform-encryption-architecture-2018.pdf

B. Where is this encryption key employed?

    i. **Application to database communication?**
        Salesforce provides 128-bit or 256-bit (RC4) encryption in transit
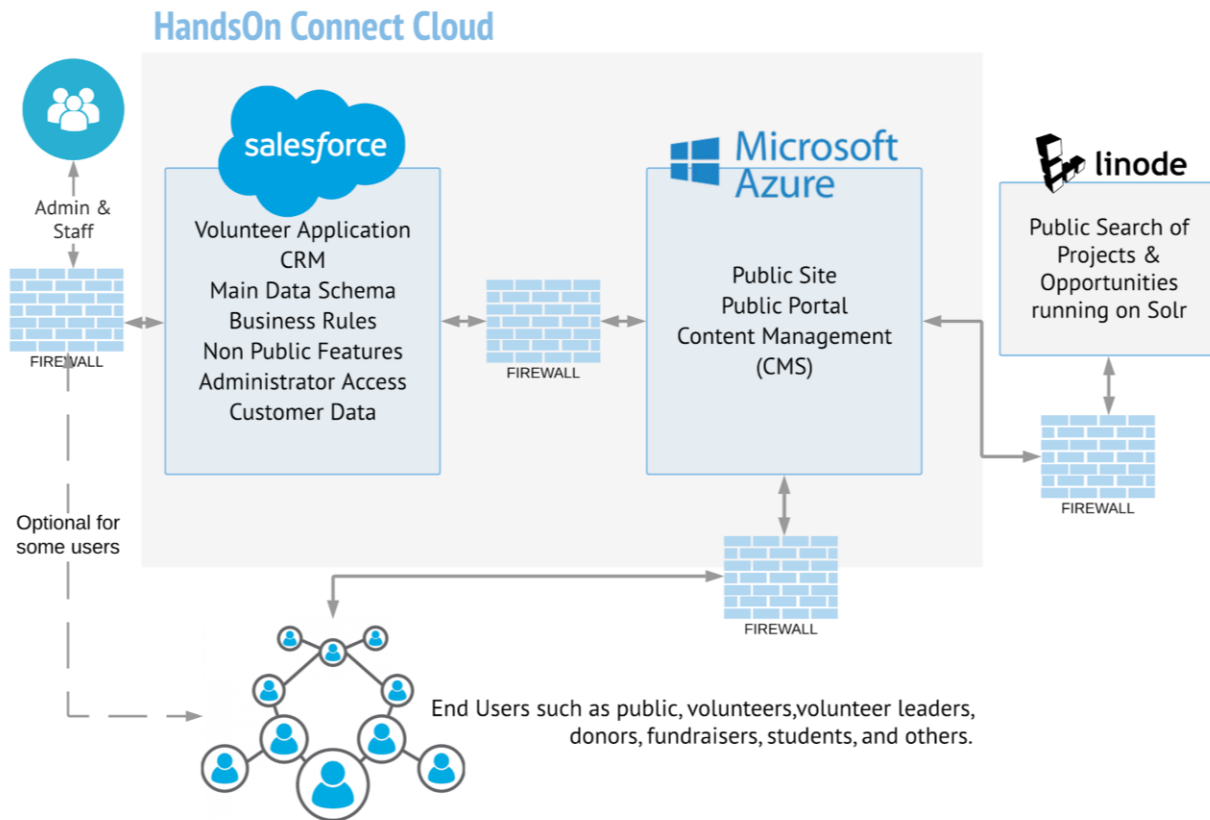
    ii. **Database at-rest storage?**

Salesforce provides 128-bit AES Encrypted Custom Fields

3. Walk through the topology and data flow for the solution. Where is the actual location of the data?

The topology and data flow of the solution is represented at a high level in the two diagrams below.

HandsOn Connect Cloud

The data is stored in one of its US-based data centers. The data center is assigned when the Salesforce is assigned. Note that Salesforce may replicate the data and app across more than one US-based data center.

Salesforce has nine internally-managed Data Centers, four of them in the US in the following metropolitan areas:

- Chicago, Illinois, United States (USA)
- Dallas, Texas, United States (USA)
- Phoenix, Arizona, United States (USA)
- Washington, DC, United States (USA)

JMU will most likely be assigned the Washington DC as its primary data location.

4.   Reference C.2 of "Follow-up questions to RFP# LBS-1014"- Spanning Backup: Where is the data stored? Who has access to JMU data? How is this data stored? Provide a SOC 2 report for this vendor and their hosting provider.

Note that the use of Spanning Backup is recommended but optional. The backup data is stored in Spanning Backup's platform, which operates within the Amazon Web Services cloud. For more information on how they protect the client's data please visit the web page below:

We can request the SOC 2 report.

5. Any other third parties that will have access to JMU data?

None.

6. Reference pages 29-30 of HandsOn Connect proposal – Change management process: Is this a process of HandsOn Connect or Salesforce?

HandsOn Connect

7. Is HandsOn Connect/Avviato an InCommon member?

Not at the time.

8. HandsOn Connect proposal states annual security reviews are conducted. What firm is doing the annual security reviews? HandsOn Connect or Salesforce?

HandsOn Connect conducts its own security review annually, as does Salesforce. Every 4 to 5 years, Salesforce conducts a security review on HandsOn Connect.

9. What Azure platform is HandsOn Connect using?

We use Azure's App Service.

10. Greater detail for mobile app as well as authentication and protection. Who is going to use it?

The mobile is currently under development (in beta) with a scheduled release date of June 2019. Is designed mainly for volunteers and volunteer leaders and it is built on the React Native framework using the same authentication and protection used for the browser app.

For JMU staff, they would use the Salesforce Mobile App, which uses the Salesforce core user authentication elements:

https://help.salesforce.com/articleView?id=security_overview_user.htm&type=5

11. Additional detail regarding email integration. Does it involve adding applications/plug-ins, etc. to JMU servers?

HandsOn Connect does not require any email integrations and email integrations were not part of the original RFP or proposal scope. The question of email integration was raised by JMU in a follow-up set of questions.

If the client does want to integrate their email with Salesforce, please refer to the following guide:

https://help.salesforce.com/articleView?id=sfo_vs_email_connect.htm&type=5

Beta Partner Program

June 2018 - Version 1b

Welcome to the HandsOn Connect Beta Partner Program!   We are excited that you are participating. We want to make sure you know what to expect, and what we expect from you.

By being in the Partner Program, in exchange for helping us build a better a product, you are entitled to:

- Preferred pricing
- Priority on Feature Requests
- Early access to updates and new features, modules, and applications

Beta Partners will help us test new features, modules, integrations with products, as well as new applications.

HandsOn Connect will provide the:

- Beta version and access to the features, modules, integrations, products and/or application (collectively called "Beta Test Material") to be tested

- Technical support and documentation for the Beta Testing
- Instructions and mechanisms for beta testers to provide feedback

Beta Partners will agree to:

- Actively use and evaluate the product or service being tested
- Provide the types of feedback requested and respond to questions
- Give HandsOn Connect all rights to use any feedback you submit
- Not disclose that you are participating in the Beta Program
- Not show the materials to others
- Not share copies, pictures, or videos of any materials you receive in any form (including social media);

Beta testing is part of our user acceptance testing (UAT) or end-user testing. The intent is to subject our products and services to real-world testing by the intended audience for the platform. The experiences of the beta testers are forwarded back to our product and development team who make final changes before making the features or application available for general release. Beta testers will help us with:

- Requirements Management – Beta testing allows us to pinpoint any further requirements that should address or to clarified and prioritized.
- Bug Tracking – Beta testing helps uncover bugs that only emerge during real-world usage, thus giving us a peek into the level of performance of the product that can be expected when it is in the users' hands.
- Usability Issues – Beta testing allows us to study the user experience and find ways to improve it either based on the feedback gathered.
- Support – Helps us finetune documentation, training and support mechanisms.
  We run between 6 and 12 General Betas a year. We may as you to participate in at least two.
- We also run Feature or Module Specific Betas as needed. If the feature or module aligns well with how you use our product(s) we may ask you to be part of the beta.
- When we release features in collaboration you, it may be features, modules or applications you requested, there is a high probability that we will require that you be part of the beta.

The Beta Partner Program establishes two primary commitments between you, the Beta Partner, and HandsOn Connect Cloud Solutions.

1. The Beta Partner and their staff will maintain a level of confidentiality in their use of the product and Beta Test Material.
2. The Beta Partner also disclaims liability arising from the beta product and understands that the Beta Test Material could be inferior or may not function properly because it is a "beta" product.

Note that your HandsOn Connect Services Agreement governs this arrangement.

We run between 6 and 12 General Betas a year. You may be asked to participate in at least two. We also run Feature or Module Specific Betas as needed. If the Beta Test Material aligns well with how you use our product(s) we may ask you to be part of the beta. We expect Beta Partners to participate in testing at least two Beta Test Materials per year

When we release features in collaboration with you or the solution or part of the solution is intended for you, there is a high probability that we will require that you be part of the beta. In these cases, we expect that you will iteratively with our team to fully test the beta version of the solution.

HandsOn Connect has no obligation to develop or provide any updates or revisions to the Beta Test Material, and HandsOn Connect reserves the right to alter or adjust performance specifications for the Beta Test Material as it deems necessary or desirable.

ATTACHMENT D

James Madison University

Information Technology Services Addendum

CONTRACTOR NAME: Avviato, Inc (d/b/a, HandsOn Connect Cloud Solutions)

PRODUCT/SOLUTION: HandsOn Connect Volunteer Engagement and Portal

Definitions:

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

1. **Rights and License in and to University Data:** The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use the data as provided in the Agreement solely for the purpose of performing its obligations hereunder

2. **Nonvisual Access To Technology:** All information technology which, pursuant to the 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. 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. Compliance may be determined by the degree to which the product meets the recommendations described in the VPAT (Voluntary Product Accessibility Template) and/or WCAG 2.0 Level AA guidelines.

3. **Data Privacy:**

a. Contractor will use University Data only for the purpose of fulfilling its duties under the Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by the Agreement or as otherwise required by law.

b. University Data will not be stored outside the United States without prior written consent from the University.

c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under the Agreement. The Contractor will ensure that the Contractor's employees, and subcontractors when applicable, who perform work under the Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Agreement.

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

4. **Data Security:**

a. Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.

b. Contractor will store and process University Data in a secure site and will provide a SAS 70, SAS 70 Type II, SSAE 16, or SOC 2, or other security report deemed sufficient by the University, from a third party reviewer along with annual updated security reports. If the Contractor is using a third-party cloud hosting company such as AWS, Rackspace, etc., the Contractor will obtain the security audit report from their hosting company and give the results to the University. The University should not have to request the report directly from the hosting company, or sign a nondisclosure agreement to receive it.

c.   Contractor will use industry-standards and up-to-date security tools, technologies and practices such as network firewalls, anti-virus, vulnerability scans, system logging, intrusion detection, 24x7 system monitoring and third-party penetration testing in providing services under the Agreement.

d.   Without limiting the foregoing, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at AES 256 of stronger.

5.   **Data Authenticity, Integrity and Availability:**

a.   Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, "is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration."

b.   Contractor will ensure backups are successfully completed at the agreed interval and that restoration capability is maintained for restoration to a point-in-time and\or to the most current backup available.

c.   Contractor will maintain an uptime of 99.99% or greater, or as negotiated and accepted by the University, as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations, excluding regularly scheduled maintenance time.

6.   **Employee Qualifications:**

a.   Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Agreement including but not limited to all terms relating to data and intellectual property protection.

7.   **Security Breach:**

a.   Response. Immediately (within one day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.

b.   Liability. In addition to any other remedies available to the University under law or equity, when applicable to the type of services being provided, Contractor will pay for or reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

Contractor agrees to indemnify, hold harmless and defend the University from and against any and all claims, damages, or other harm related to such Security Breach.

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

a.   Except as otherwise expressly prohibited by law, Contractor will:

     i.   immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;

     ii.   consult with the University regarding its response;

     iii.   cooperate with the University's requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and

     iv.   Upon the University's request, provide the University with a copy of its response.

b.   Contractor will make itself and any employees, contractors, or agents assisting in the performance of its obligations under the Agreement, available to the University at no cost to the University based upon claimed violation of any laws relating to security and\or privacy of the data that arises out of the Agreement. This shall include any data preservation or eDiscovery required by the University.

c.   The University may request and obtain access to University Data and related logs at any time for any reason and at no extra cost.

9.   **Data Transfer Upon Termination or Expiration:**

a.   Contractor's obligations to protect University Data shall survive termination of the Agreement until all University Data has been returned or Securely Destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.

b.   Upon termination or expiration of the Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 30 days of termination of the Agreement. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.

c.   In the event that the University requests destruction of its data, Contractor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University and to complete any required Commonwealth of Virginia documentation regarding the destruction of University Data.

d.   Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University

access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

10.   **Audits:**

a.   The University reserves the right in its sole discretion to perform audits of Contractor at no additional cost to the University to ensure compliance with the terms of the Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.

b.   If Contractor must under the agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, Contractor will at its expense conduct or have conducted at least annually a(n):

    i.   American Institute of CPAs Service Organization Controls (SOC) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests to Contractor's security policies, procedures and controls. Contractor shall also submit such documentation for any third-party cloud hosting provider(s) they may use (e.g. AWS, Rackspace, Azure, etc.) and for all subservice provider(s) or business partners relevant to this contract. Contractor shall also provide James Madison University with a designated point of contact for the SOC report(s) and risks related to the contract. This person shall address issues raised in the SOC report(s) of the Contractor and its relevant providers and partners, and respond to any follow up questions posed by the university in relation to technology systems, infrastructure, or information security concerns related to the contract. All documentation shall be provided free of charge and submitted to IT-Assessments@jmu.edu. The Contractor shall provide the SOC II report(s) and other necessary documentation annually 90 days prior to the contract anniversary date. The University should not have to request the SOC II reports or other assessment documents or sign a nondisclosure agreement.

    ii.   vulnerability scan, performed by a scanner approved by the University, of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement; and

    iii.   formal penetration test, performed by a process and qualified personnel approved by the University, of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement.

c.   Additionally, Contractor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Agreement.

11.   **Compliance:**

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

b.   Contractor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Contractor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA).

12.   **No End User Agreements:** Any agreements or understandings, whether electronic, click through, verbal or in writing, between Contractor and University employees or other end users under the Agreement that conflict with the terms of the Agreement, including but not limited to this Addendum, shall not be valid or binding on the University or any such end users.

To the extent allowed by Virginia law, James Madison University will keep any information provided in a security audit report confidential to protect the integrity of the Contractor.

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

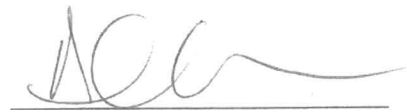<table>
<tr><td>JAMES MADISON UNIVERSITY</td><td>CONTRACTOR</td></tr>
<tr><td>SIGNATURE:</td><td>SIGNATURE:</td></tr>
<tr><td>PRINTED NAME: <i>Lee Anne Beatty Smith</i></td><td>PRINTED NAME: ALFRED J BOCCALUPO</td></tr>
<tr><td>TITLE: <i>Buyer Senior, JMU</i></td><td>TITLE: CEO</td></tr>
<tr><td>DATE: 5/2/19</td><td>DATE: 8/22/2019</td></tr>
</table>

RETURN OF THIS SIGNED DOCUMENT IS REQUIRED

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

AGENCY NAME: <u>James Madison University</u>

CONTRACTOR NAME: <u>Avviato, Inc (d/b/a HandsOn Connect Cloud Solutions)</u>

DATE: <u>1/24/2019</u>

The Commonwealth and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor. This addendum, duly executed by the parties, is attached to and hereby made a part of the contract. In the event that the Vendor enters into terms of use agreements or other agreements of understanding with University employees and students (whether electronic, click-through, verbal, or in writing), the terms and conditions of this Agreement shall prevail.

The Contractor represents and warrants that it is a(n) / / individual proprietorship / / association   / / partnership   / X corporation   / / governmental agency or authority authorized to do in Virginia the business provided for in this contract. (Check the appropriate box.)

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

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

1.   **Requiring the Commonwealth to maintain any type of insurance either for the Commonwealth's benefit or for the contractor's benefit;**

2.   **Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;**

3.   **Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;**

4.   **Requiring the Commonwealth to indemnify or to hold harmless the Contractor for any act or omission;**

5.   **Imposing interest charges contrary to that specified by the _Code of Virginia_, §2.2-4347 through 2.2-4354, Prompt Payment;**

6.   **Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;**

7.   **Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the contract is terminated before its ordinary period;**

8.   **Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the Commonwealth before the contract is considered in effect;**

9.   Delaying the acceptance of this contract or its effective date beyond the date of execution;

10. Limiting or adding to the time period within which claims can be made or actions can be brought;

11. Limiting the liability of the Contractor for property damage or personal injury. The parties agree that this clause does not extend the Contractor's liability beyond its own acts or those of its agents/employees;

12. Permitting unilateral modification of this contract by the Contractor;

13. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity;

14. Obligating the Commonwealth to pay costs of collection or attorney's fees;

15. Granting the Contractor a security interest in property of the Commonwealth;

16. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the Commonwealth.

17. Requiring the "confidentiality" of the agreement, in whole or part, without (i) invoking the protection of Section 2.2-4342F of the Code of Virginia in writing prior to signing the agreement (ii) identifying the data or other materials to be protected, and (iii) stating the reasons why protection is necessary.

18. Requiring the Commonwealth to reimburse for travel and living expenses in excess of the agency policy located at https://www.jmu.edu/financemanual/procedures/4215mie.shtml

This contract may be renewed annually by the Commonwealth after the expiration of the initial term under the terms and conditions of the original contract except as noted herein. If the Commonwealth elects to exercise the option to renew the contract for an additional renewal period, the contract price(s) for the succeeding renewal period shall not exceed the contract price(s) of the previous contract term increased/decreased by no more than the percentage increase/decrease of the "Other Services" category of the CPI-W of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

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 _____   CONTRACTOR by _Alfredo Boccalandro_
                                                          DocuSigned by:
                                                          15B02619905047A...

Title _Buyer Senior, JMU_   Title _CEO_____

Printed Name _LeeAnne Beatty Smith_   Printed Name _Alfredo Boccalandro_

JUL. 2009

Proposal for the James Madison University

RFP# LBS-1014, Volunteer Management System

Prepared for

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

Prepared by

HandsOn Connect Cloud Solutions / Avviato
12157 W Linebaugh Ave, 332
Tampa FL 33626
www.handsonconnect.org

August 22, 2018 - Version 1a

Compliance with this Request for Proposal

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

Avviato, Inc
12157 W Linebaugh Ave, #332
Tampa FL 33626

By:_____

Name: Alfredo Boccalandro

Date: 8/22/2018

Title: CEO

Web Address: www.handsonconnect.org

Phone: 813 792-5550

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

HandsOn Connect Cloud Solutions / Avviato Inc
12157 W Linebaugh Ave, #332
Tampa FL 33636

August 22, 2018

Dear Sir/Madam,

Thank you for giving us the opportunity to provide a high level and full-service scope for an online hosted volunteer management system for James Madison University (JMU), per the Request for Proposal (RFP) LBS-1014.

The solution we are offering in this proposal is based on leveraging our cloud-based HandsOn Connect Volunteer Solution, a fully developed, tested, offered publicly for sale, and available immediately for installation, platform. HandsOn Connect matches perfectly with the requirements delineated in the RFP.

Working with Points of Light, a national leader in volunteering, HandsOn Connect Cloud Solutions developed HandsOn Connect Volunteer ("HandsOn Connect", "HOC"), a full lifecycle volunteer management solution designed to manage, track, schedule, recruit, and report on people, programs, training, and volunteer opportunities in real time. HandsOn Connect is customizable to your specific needs, cloud-based for use in the office or in the field, and meets the most stringent availability and data security requirements.

Avviato is especially knowledgeable in volunteerism and service, including volunteer engagement and management systems. Back in 2004, we built one of the first volunteer project management systems for the Corporation for National and Community Service, used for MLK Day, which required data sharing with hundreds of partners. This was later expanded to handle the Summer of Service initiative of The White House. In 2005, we built the President's Volunteer Service Award (PVSA), a volunteer recognition program, application, and website. We continue to support, manage and host it, to this day.

We also architected and built the All for Good Search, the largest aggregator and search engine of volunteer opportunities. It powers searches every day on thousands of websites and widgets. Data is pulled in real-time, and in some cases, daily, from hundreds of organizations, aggregated and then syndicated in searches and other uses.

HandsOn Connect is one of the first products to be core compliant with the Higher Education Data Architecture (HEDA) based on the Salesforce Higher Ed standard. We are also a Salesforce ISV Partner. In 2017 HOC was selected as a FrontRunner product by Gartner.

Clients using HandsOn Connect Volunteer include L.A. Works, County of San Diego, Baltimore County, United Way Suncoast, Feeding South Florida, HandsOn Broward, HandsOn Orlando, United Way of Greater St Louis, National Marrow Donor Program, Pittsburgh Cares, Hostelling International, Golden Gate National Parks Conservancy, Volunteer New York, Children's Hunger Fund, University of Pittsburgh, Boston Cares, and Chicago Cares.

Please direct any questions or request to me.

Kind regards,

Alfredo Boccalandro
CEO
Phone: 813 792-5550
Email: alfredo@avviato.com

Response to the Statement of Needs

Section IV in RFP

A. Peer-to-Peer Fundraising

Per the RFP, we have made every effort to have the proposal *prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements*. Where HOC provides the functionality as specified in the question we will respond with a simple "Standard with HOC and configurable."

HandsOn Connect is a highly customizable and modularized platform. This allows us to tailor and price the volunteer solution specifically to a client. This approach makes software less complicated and permits it to be matched more precisely to the client needs.

1. JMU Volunteer-User Functionality

a. **Volunteer access to training materials and toolkits; access to pre-defined self-training workflows/functionality.**

HandsOn Connect is designed to be simple and intuitive for volunteers and volunteer leaders. We also provide online training, documentation and videos.

As part of our standard onboarding, our team will also prepare specific training, documentation, and toolkits, if needed, based on volunteer experience implemented for the client.

b. **Communication between volunteers within/through the system.**

HOC has Chat & In-App Messaging Modules that can be integrated which allows volunteers to communicate within and through the system.

c. **Ability for volunteers to push out their own messaging directly from the system utilizing branded templates; ability to share on social media.**

Standard with HOC and configurable. HOC allows volunteers, volunteer leaders and partner staff to push their own messaging from within the application, using branded templates, as well as share on social media.

d. **Create/Maintain/Edit individual volunteer account data:**

i. **View volunteer opportunities and select interest areas; ability to self-select personal interests.**

Standard with HOC and configurable.

ii. **View personal volunteer actions/tasks, including current and historical.**

Standard with HOC and configurable.

      iii.   **View personal volunteer service history, both summary and in detail.**

      Standard with HOC and configurable.

  e. **Back-end management for volunteer user:**

      i.   **Log volunteers hours into the system and submit log of volunteer activities.**

      Standard with HOC and configurable.

      ii.   **View aggregated progress of affiliated volunteer group/board(s) toward overall goals.**

      Standard with HOC and configurable.

      iii.   **Run/Share reports.**

      Standard with HOC and configurable.

      iv.   **View personal task list and track progress toward task completion.**

      Standard with HOC and configurable.

      v.   **View peer-to-peer fundraising assignments and submit contact reports per individual.**

      Standard with HOC and configurable.

      vi.   **Create, view and/or update contact information of prospects.**

      Standard with HOC and configurable.

      vii.   **View assigned prospect giving history, event attendance and/or volunteer history.**

      Standard with HOC and configurable.

      viii.   **Log verbal pledge commitment made by assigned individual prospects.**

      Standard with HOC and configurable.

2. JMU Administrator Functionality

  a. **Track/View all volunteer tasks/actions performed within the system.**

    Standard with HOC and configurable. The JMU Administrator has full access and visibility to volunteer tasks/actions performed within the system via the admin module, dashboards, reports, workflows, and notifications.

The Administrator Module as installed by default offers all the features and functions to track and view all volunteer tasks and actions. It can also be tailored to better match the client's use cases.

b. **Assign tasks to an individual volunteer and/or volunteer board/group(s).**

Standard with HOC and configurable is the ability to manage, track, and assign jobs and tasks to volunteers and/or volunteer board/groups(s), including reminders and escalation, as needed.

c. **Track the effectiveness of an individual volunteer or volunteer board/group(s) in completing assigned tasks.**

Standard with HOC and configurable. Metrics related to effectiveness can be established by completion, timeliness, quality, impact, value and other measures.

d. **Communicate with volunteer(s) and/or volunteer board/group(s) within/through the system.**

The JMU Administrator can communicate with one or more volunteers, including groups, via in-app communication module within and through the system.

e. **Assign different roles, rights, and/or titles to various volunteers within a board/group**

    i. **Standardize role/right/title assignments across select board/group(s).**

    HOC comes with standard volunteer roles, such as volunteer and volunteer leader. These can be changed or additional roles can be added, as well as rights and titles set for each.

f. **Edit/Manage individual volunteer assignment portfolios in real-time.**

Standard with HOC and configurable.

g. **Run reporting on individual and/or board/group(s) regarding volunteer activities, such as contact reports entered, communications sent, people in portfolio taking an action *(i.e. attending an event, making a gift, etc.).***

Standard with HOC and configurable are more than 80 standard reports and dashboards, as well full reporting engine based on Salesforce's top-notch report builder.

h. **Manage selection process used to select volunteers; including term length for volunteers.**

Standard with HOC and configurable.

i. **Define a reporting structure for a volunteer board/group.**

i. **Automated reporting where each volunteer automatically is sent a consistent individual update on his/her portfolio progress.**

Standard with HOC and configurable during the onboarding. Using reports/dashboards, workflows and notifications, this requirement can be easily configured.

We can also setup a dashboard, summary or/and table of metrics for the volunteer on their account landing page or a custom page.

ii. **Quick identification of who still needs to give/register for an event.**

Standard with HOC and configurable. Can be configured by type of notification, when these should be triggered, and how often.

iii. **Overall updates based on set goals, etc.**

Standard with HOC and configurable. Can be configured by type of notification, when these should be triggered, and how often.

j. **Access individual volunteer data:**

i. **Identify if volunteer has potential leadership qualities and/or if you would use that volunteer again.**

The client has full access to the volunteer data and can quickly set up indicators and metrics, that can be used to determine the potential leadership qualities and/or if you would use that volunteer again.

Follow up survey can be sent based on an established criteria, to gather additional data which is required to help make a determination.

ii. **Show volunteer opportunities in which an individual has expressed interest.**

Standard with HOC and configurable.

iii. **Show all individuals associated with an activity including past, current, and those expressing interest *(for recruitment purposes).***

Standard with HOC and configurable

iv. **View personal volunteer actions/tasks, including current and historical.**

Standard with HOC and configurable

v. **View personal volunteer service history, both summary and in detail.**

Standard with HOC and configurable

vi. **View task list by staff, by volunteers, and by unit or department.**

Standard with HOC and configurable

k. Back-end management for board/group administrator/manager:

    i.   **Assign goals to volunteer board/group(s).**

        Standard with HOC and configurable

    ii.   **View volunteer progress toward goals to include an aggregated view of specific affinity or volunteer board/group(s).**

        Standard with HOC and configurable.

    iii.   **Track volunteer hours in the system.**

        Standard with HOC and configurable.

    iv.   **Rate volunteer's performance.**

        Standard with HOC and configurable.

    v.   **Maintain start and end date of volunteer terms.**

        Standard with HOC and configurable.

    vi.   **Create permissions for volunteers to access data easily and safely.**

        Standard with HOC and configurable.

    vii.   **Make updates to volunteer board/group(s) assignments.**

        Standard with HOC and configurable.

    viii.   **Assign JMU staff to manage specific volunteer(s) and/or board/group(s).**

        Standard with HOC and configurable.

B. Engagement Management

Per the RFP, we have made every effort to have the proposal *prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements*. Where HOC provides the functionality as specified in the question we will respond with a simple "Standard with HOC and configurable."

1. <u>**JMU Volunteer-User Functionality-**</u> **Respond to each of the following and describe *in detail* the proposed system's ability to provide the following volunteer user functionality:**

   a. **Volunteer access to training materials and toolkits; access to pre-defined self-training workflows/functionality.**

      HandsOn Connect is designed to be simple and intuitive for volunteers and volunteer leaders. We also provide online training, documentation and videos.

      As part of our standard onboarding, our team will also prepare specific training, documentation and toolkits, if needed, based volunteer experience implemented for the client.

   b. **Ability for volunteer to self-report activity on board activities and participation in engagement activities *(i.e. serving as an on-campus speaker or hosting an admissions reception or first-year student sendoff event).***

      Standard with HOC and configurable.

   c. **Communication between volunteers directly within/through the system.**

      HOC has Chat & In-App Messaging Modules that can be integrated which allows volunteers to communicate within and through the system.

   d. **Ability for volunteers to push out their own messaging directly from the system utilizing branded templates; ability to share on Social media.**

      Standard with HOC and configurable. HOC allows volunteers, volunteer leaders, and partner staff to push their own messaging from within the application, using branded templates, as well as share on social media.

   e. **View peer-to-peer fundraising assignments and submit contact reports per individual.**

      Configurable with HOC and Salesforce. We offer several options, including third-party apps such as Click & Pledge, a partner of HOC.

   f. **Create/Maintain/Edit individual volunteer account data:**

   i.   **View volunteer opportunities and select interest areas; ability to self-select personal interests.**

      Standard with HOC and configurable.

   ii.   **View personal volunteer actions/tasks, including current and historical.**

      Standard with HOC and configurable.

   iii.   **View personal volunteer service history, both summary and in detail.**

      Standard with HOC and configurable.

2. JMU Administrator Functionality: Respond to each of the following and describe *in detail* the proposed system's ability to provides the following administrator functionality:

   a. **Track/View all volunteer tasks/actions performed within the system.**

     Standard with HOC and configurable. The JMU Administrator has full access and visibility to volunteer tasks/actions performed within the system via the admin module, dashboards, reports, workflows, and notifications.

     The Administrator Module, as installed by default, offers all the features and functions to track and view all volunteer tasks and actions. It can also be tailored to match the client's use cases better.

   b. **Communicate with volunteer(s) and/or volunteer board/group(s) within/through the system.**

     The JMU Administrator can communicate with one or more volunteers, including groups, via in-app communication module within and through the system.

   c. **Ability for board administrators/managers to confirm volunteer's self-reported board and engagement activities *(i.e. speakers on campus)*.**

     Standard with HOC and configurable.

   d. **Assign different roles, rights, and/or titles to various volunteers within a board/group**

     i.   **Standardize role/right/title assignments across select board/group(s).**

        HOC comes with standard volunteer roles, such as volunteer and volunteer leader. These can be changed or additional roles can be added, as well as rights and titles set for each.

   e. **Manage volunteer portfolio by make assignments and syncing giving, event and/or volunteer history to assignments.**

Configurable with HOC and Salesforce.

f. **Run reporting on both an individual and board/group(s) volunteer activities, such as contact reports entered, communications sent, people in portfolio taking an action** *(i.e. attending an event, making a gift, etc.).*

Standard with HOC and configurable.

g. **Manage selection process used to select volunteers; including term length for volunteers.**

Standard with HOC and configurable.

h. **Define a reporting structure for a volunteer board/group.**

i. **Automated reporting where each volunteer automatically gets sent a consistent individual update on his/her portfolio progress**

Standard with HOC and configurable during the onboarding. Using reports/dashboards, workflows and notifications this requirement can be easily configured.

We can also setup a dashboard, summary or/and table of metrics for the volunteer on their account landing page or a custom page.

ii. **Quick identification of who still needs to give/register for an event**

Standard with HOC and configurable. Can be configured by type of notification, when these should be triggered, and how often.

iii. **Overall updates based on set goals, etc.**

Standard with HOC and configurable. Can be configured by type of notification, when these should be triggered, and how often.

i. **Back-end management for board/group administrator/manager:**

i. **Assign goals to volunteer board/group(s).**

Standard with HOC and configurable.

ii. **View volunteer progress toward goals to include an aggregated view of specific affinity or volunteer board/group(s).**

Standard with HOC and configurable.

iii. **Track volunteer hours in the system.**

Standard with HOC and configurable.

iv. **Rate volunteer's performance.**

Standard with HOC and configurable.

v. **Maintain start and end date of volunteer terms.**

Standard with HOC and configurable.

vi. **Create permissions for volunteers to access data easily and safely.**

Standard with HOC and configurable.

vii. **Make updates to volunteer board/group(s) assignments.**

Standard with HOC and configurable.

viii. **Assign JMU staff to manage specific volunteer(s) and/or board/group(s).**

Standard with HOC and configurable.

ix. **Access dashboard view that can display an individual and which boards/activities that individual is involved in.**

Standard with HOC and configurable.

C. Information Technology

1. Application Technology:

a. Describe the application security features for data, for each module, and for the system.

HandsOn Connect is a Software-as-a-Service (SaaS) that employs a public cloud deployment model using both physical and virtualized resources, mainly from Microsoft Azure, Salesforce, and/or Linode for its software-as-a-service solutions. These are multi-tenant and logical access controls using authentication and roles to ensure the necessary separation between data from different clients.

All infrastructure responsibilities rest with HandsOn Connect, Azure, Salesforce or Linode, and clients are provided with functionality to manage their own users and roles at the application level.

The hosting platforms used by the HandsOn Connect Services, such as Salesforce and Azure, are certified as compliant with some of the most rigorous, industry-accepted security, privacy, and reliability standards. They are certified and audited to standards as a service provider with ISO/IEC 27001, SAS 70 Type II (now SSAE No. 16), SysTrust, and the EU-US and Swiss-US Safe Harbor frameworks. Customers can also use our cloud services to deliver solutions that comply with HIPAA, PCI DSS, and FISMA (moderate level). Additional information about Azure and Salesforce security and privacy programs is available on their websites.

- https://azure.microsoft.com/en-us/overview/trusted-cloud/
- https://trust.salesforce.com/en/compliance/

All data is encrypted in transit and at rest, at a minimum, and Transparent Database Data Encryption is used with AES-256 encryption.

b. Describe all row-level security options as well as any field-level encryption available.

HandsOn Connect stores data on the Salesforce platform in three key constructions: objects, fields, and records, leveraging the platform's object-level, field-level, and record-level security to secure access to object, field, and individual records.

Layer 1: Object-level-security

Before allowing a user access, Salesforce first verifies that the user has permissions to see objects of that type. Object-level access can be managed through two configurations, profiles and permission sets.

Layer 2: Field-level-security

In Salesforce, profiles also control field-level access. An admin can provide read and write permissions for individual fields. An admin can also set a field to hidden, completely hiding the field to that user.

Layer 3: Record-level security

Salesforce provides five ways to share records with others and access others' records.

- Record-level-security: organization-wide sharing defaults
- Record-level-security: role hierarchies
- Record-level-security: sharing rules
- Record-level-security: manual sharing
- Record-level-security: Apex managed sharing

Field-level encryption is available using a 128-bit master key and use the Advanced Encryption Standard (AES) algorithm. The client can use their own key.

c. **Define what modifiable, customizable and configurable mean for your application.**

   Modifiable: changes that can be made out-of-the-box by a user or admin, with standard tools and interfaces available in the application.

   Customizable: changes that are made at a platform level using click-and-point admin tools or changes in the code, as well as with integrations. May or may not require more advanced skills.

   Configurable: changes that can be made using the settings and configuration tools, mostly done through admin interfaces.

   Because HOC is highly modular, we also consider it configurable when one or more modules are used in conjunction to create a specific process or experience.

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

Out of the box, HOC comes with over 80 workflows that are configurable and customizable, and that can be turned on or off. These support several process automations such as for Approval Processes, Flows and Process Builder, Triggers, Tasks, Email Alerts, Field Updates, Outbound Messages, and Send Actions.

Workflow functionality is already built for actions and processes such as:

- Notification to the volunteer when they sign-up for a project
- Notification to the volunteer when the project changes or is rescheduled
- Notification to the volunteer coordinator when a volunteer signs up for a project
- Assign a task to a volunteer coordinator to approve a new volunteer
- Send an alert to the Opportunity Coordinator when a volunteer self-reports hours for an existing opportunity and requests verification of that service.
- Workflow set the default value for Apply Restrictions when the Registration Type is Sign Up
- Send an email to the contact when their user profile is set to Volunteer Leader
- Send an email out to a contact that already exists in the system and updated to profile equal to Volunteer, such as when a contact is invited as a Team Member and then logs in and completes their registration.

Additional workflows and approvals can be added.

2. Reporting:

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

Out of the box, HOC provides over 100 reports, as well as Salesforce's best in class reporting engine. Reports are available to different user roles, such as system administrators, volunteer coordinators, partner staff and volunteer leaders, as well as the tools to create custom reports. Reports can be run on both standard and custom objects, as well as for calculations such as the value of volunteer labor.

Reports are stored in folders. Users with access to these folders can run the reports. Report data is always generated in real time. Tabular, summary, matrix and joined reports are available.

Salesforce allows reports for tracking changes to data down to the field level, too, for data history audits.

HandsOn Connect will work with the JMU staff to define and build the necessary tracking and reports, and other documentation required, as well as to meet auditing standards.

b. **Describe all reporting tools supported and how they integrate with the product. Specify if application licensing includes these tools.**

The core reporting tool is the Salesforce Reports and Dashboards engine, which is considered one of the most powerful reporting platforms available. No additional licensing is required.

Other reporting tools can be integrated via a Salesforce App or an API integration. Additional license may be required. We do not foresee the need for a third-party reporting tool.

c. **Provide a list of all reports delivered as part of the base product including a short description of each. Include a sample of several reports for review.**
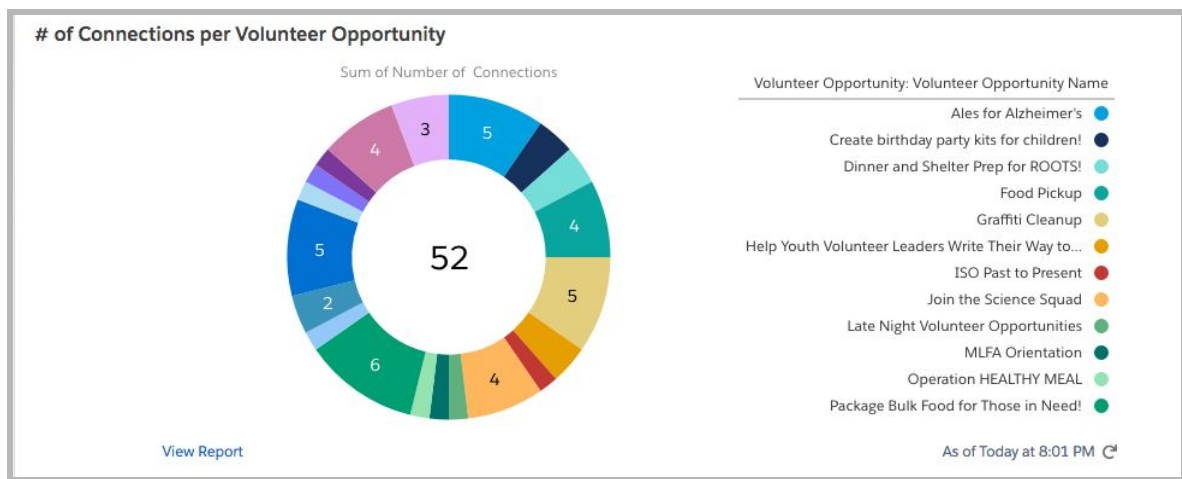
A small sample of reports include:

- **# of Connections per vol (Calendar Yr):** Shows the number of connections grouped by Contact based on the start date of the connection occurring this Calendar Year.
- **Connections Overview (Current Year):** Shows all connections grouped by VO Type, Volunteer Opportunity and Occurrence for the current Calendar Year and provides basic information such as opportunity coordinator, status, attendance numbers, and hours served.
- **ReportGrand Summary (Current Year):** Shows the Number of Volunteer Opps, Occurrences, Connections, Hours Served, and Guest Hours Served grouped by Schedule Type for all projects and activities. Filtered by Occ= Active; Attendance Not Equal to Decline, Canceled, Not Attended.
- **Number of Accounts Created by Month:** Shows the number of accounts created each month
- **Number of Volunteers created by month:** Shows number of volunteer contacts created by month
- *Organizations Report:* Shows Status, Impact Area, Type, Primary Contact, Addresses, and other related information for all the organizations in your system grouped by type.
- *Team Member Import Template:* Use this report to get the basic template for importing Team Members. You will need to modify the filter to the organization name you wish to use and then add additional columns (Team ID, Team Member Status, and Captain) to the template after exporting.

- **Users Logged In (Last 7 Days):** Shows the users that have logged into your system within the past 7 days.
- **Total Hours Confirmed (Last Month):** Shows the number of hours for connections with an end date equal to last month and attendance status equal to Attended (and Hours Verified). Report is grouped by Schedule Type.
- **Active Users:** Lists all the active users, regardless of profile, in your system
- **Adjustments made to Reports:** Shows who has modified a report within the last 30 days.

Here are some examples of reports and dashboards:

Report Dashboard

Simple List Report

Simple Matrix Report

REPORT
Volunteer Opportunity Matrix- Current Yr

| Total Records	Volunteer Opportunity Total	Occurrence Total	Connection Total	Total Registered Volunteers
870	80	727	368	410

VOLUNTEER OPPORTUNITY STATUS	ACTIVE					
SCHEDULE TYPE	COUNT	VOLUNTEER OPPORTUNITY TOTAL	OCCURRENCE TOTAL	CONNECTION TOTAL	TOTAL REGISTERED VOLUNTEERS	TOTAL HOURS SERVED
Date & Time Specific	614	38	516	281	293	222.59
Individually Scheduled	16	16	16	6	36	149.00
To Be Scheduled	0	-	-	-	-	-
Total	630	54	532	287	329	371.59

d. Describe reporting output formats available.

The following reporting output formats are available: CSV, Excel, PDF and to screen (HTML).

e. Share if available, database Enterprise Relationship Diagram (ERD).

The HOC is quite extensive and complex, as it supports multiple use cases and attributes, such as multilingual. Here is a very high level of image of the primary objects used for volunteers:
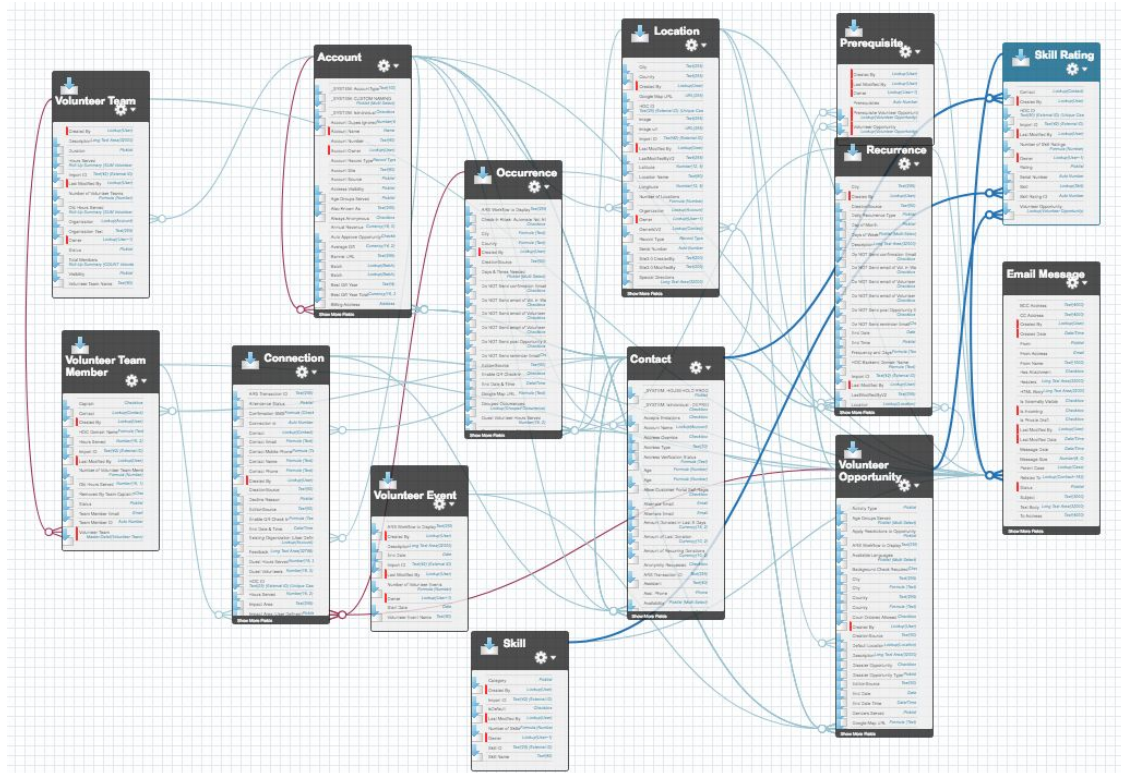
3. Services:

a. Describe training options and include a catalog of training offerings (specify any associated cost in Section X. Pricing Schedule). Response should include differentiation between technical staff and end-user training.

Technical Staff:
A comprehensive training program for new adopters of HandsOn Connect begins with pre-deployment client consulting. System users are offered scheduled orientation sessions online, delivered via web-based calls. These are offered as modules and include:

- Introduction to HandsOn Connect and access to Client Services
- Volunteer User Experience
- Partner User Experience
- Staff User Experience
- Custom Modules and Integrations
- Question and Answers Sessions

We also provide standard training on an ongoing basis, which users can attend as many times as you want. We also offer several webinars a month through our

Connect University and Connect Exchange programs. Our online documentation and video training are also available.

Technical Staff training and support is included in the HOC license.

End User Training:
Once HOC is configured for JMU, we build a training journey that is planned for each user role. The necessary sessions and modules are prepared, and users are given a training plan sheet. These, along with attendance, can be used to track training status.

Online training is made available to all end-users, as well as train the trainer sessions, if needed.

Refresher training is available always. New staff or staff in new roles have access to all relevant training available, too.

End-user training is not included in the HOC license and the costs have been indicated in Section X of this proposal.

4. General:

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

The project approach to implementing HandsOn Connect (HOC), as a Software-as-a-Service (SaaS), follows an onboarding process, which includes configurations and customizations, such as forms, site design, custom workflows and notifications, training, and data migration, as well as custom development, if any.

Since HOC is not a custom development, the implementation plan and timeline is at least 80% consistent across all implementations. The implementation diagram below is the actual timeline we worked on recently for a local government client.

Our onboarding process is high-touch. We work closely with the customer to configure their instance of HandsOn Connect to meet their needs. We understand that there is no one-size-fits-all. Having said this, from the requirements detailed in the client's RFP, HandsOn Connect meets the majority of these requirements "out of the box."

We estimate that the effort will take between 12 and 20 weeks, depending on the availability, needs, and schedule of the client's team:

	Week										
Phases											
Discovery + Final Specs											
Implement Custom Design											
Onboarding + Customizations											
Data Migration + Validation											
User Acceptance Testing											
Training and Go Live											

A formal schedule of specific deliverables and milestone dates will be finalized in a mutually agreed upon project plan after completion of the Implementation Planning phase. Failure by either party to meet the dates outlined in the schedule may result in delays in the overall delivery schedule.

With HandsOn Connect and the development and support resources we offer, you do not have to worry about the product or unforeseen costs.   At the same time, you have the flexibility provided on the platform to enhance your solution with custom workflows, objects, and integrations.

b. **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 https://www.vadsa.org/watg/).**

HOC complies with the Section 508 of the Rehabilitation Act and will be compliant in October of 2018 with the Web Content Accessibility Guidelines (WCAG) 2.0.

At this time HOC does officially comply with Web Accessibility and Template Guide. If awarded to the contract, we will commit to meeting this standard before the JMU site goes live, and provide the documentation of the testing performed and the results of that testing.

5. **Technical:**

a. **Provide a detailed diagram of the architecture/technical environment proposed for the system. Describe each component, the software running on it, and its purpose. List all communications between components including**

the protocols, ports, direction, third parties, and whether the communications are encrypted.

As the Software-as-as-Service (SaaS) running on a Platform-as-a-Service (PaaS) the architecture/technical environment proposed for the system is as provided by the PaaS providers, Salesforce and Azure:

Salesforce:
https://trailhead.salesforce.com/en/modules/starting_force_com/units/starting_understanding_arch

Azure:
https://www.zdnet.com/article/microsoft-readies-first-technical-preview-of-azure-stack-hybrid-cloud-bundle/

b. **Describe the toolset from which your application is derived.**

HOC derives its toolsets mainly from Salesforce, as well as user-facing libraries and frameworks such as Foundation, .Net and others.

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

Only a modern browser on a version no older than two years, is preferable, such as Edge/IE, Chrome or Safari, running on any operating system that supports these browsers, including mobile.

No additional client-side software is required.

d. **Describe any changes to default browser or client security settings.**

No changes are required to the default browser as long as the browser is up-to-date, and the user can access the HOC site(s).

e. **Describe any functionality loss, installation or upgrade problems, or other difficulties if client applications are run using a standard client user account (non-administrator).**

None.

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

For mobile and tablet, HOC relies mainly on being HTML responsive, with the ability to configure mobile and/or tablet specific layouts.

Native mobile apps are available in iOS and Android for some features, such as for the check-in/out kiosk.

g. **Describe support for integration with JMU's existing systems listed in the background statement including availability of APIs, toolkits for creating connectors, available services, etc. Provide a full list of application connectors. Describe any other methods of integration supported. (Specify all associated cost in Section X Pricing Schedule).**

HOC provides support for integration with JMU's existing systems' APIs, external connectors, and third-party connectors.

SOAP and REST web services are available, as provided by HOC and Salesforce.

There are hundreds of connectors available for Salesforce.

h. **Describe business relationships and support for integration with Constituent Relationship Management (CRM) systems to include, but not limited to, Blackbaud, Salesforce, and Ellucian.**

HOC is a Salesforce ISV application which integrates natively on Salesforce. We also offer integrations/connectors with other CRMs, such as Blackbaud and Ellucian, using native Salesforce, custom or third-party tools such as Lingk.

i. **Describe the system enhancements in development that are scheduled for release in the next twelve months.**

The major enhancements on the roadmap for the next 12 months included:

- More features for the native mobile app for iOS and Android
- New search features such as a recommendation engine and faceting
- Improvements to the skills matching engine, including the use of artificial intelligence (AI)
- Improvements to the Team Functionality
- Improvements to the social media integrations
- Improvements to integrations with external platforms for project syndication, such as All for Good, LinkedIn and others.
- Improvement to the Disaster Module
- Improvements to the Check-in/out Kiosk
- User experience (UX) improvements

We also work closely with clients to determine enhancements and prioritize them. Various factors impact the development roadmap and how enhancements are determined. Priority is given to features and enhancements that are ranked high among our customer base, items that were out of scope for the initial deployment, enhancements needed for national programming and initiatives, and fixes that are critical to the functionality, stability, compatibility, and security of the system.

HandsOn Connect team provides a forum in the online knowledge base and help desk system where customers can submit, comment and vote on feature requests.

6. Security:

a. **Describe any communications that are not cryptographically protected (e.g. non-https, non-ldaps, non-ftps).**

All communications are cryptographically protected.

b. **Describe all authentication and authorization processes and options both end-user and among component interfaces. Include interoperability with external authentication and authorization sources (e.g. directories, federations, SSO, two-factor authentication). Include all pertinent documentation describing interfaces and configuration options.**

HOC supports authentication and authorization integrations for a variety of external authentication and authorization sources, including active directories, federated, Shibboleth, SSO, two-factor authentication, etc.

The configuration options are mostly defined by the identity provider and their policies. We will work closely with the client to determine the interfaces and configuration options.

7. Maintenance:

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.

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

HandsOn Connect maintains, communicates and follows formal change management processes. All changes to the production environment (network, systems, platform, application, configuration, including physical changes such as equipment moves) are

tracked and implemented by a dedicated team. All key business owners such as Technical Support, Engineering, DevOps, Security, and Operations are represented at the daily change management meeting.

All deployments into production or changes to the production environment (network, systems, platform, application, configuration, etc.) must be submitted to, reviewed and approved by the change management meeting team prior to implementation.

HandsOn Connect relies on well-defined processes, disciplined execution and continual training of staff. HandsOn Connect operates an automated code deployment and configuration management system for its Solutions infrastructure.

Evaluating the probability and impact of all changes drives the risk management process to protect against activities such as spoofing, tampering, disclosure or denial of services which could expose the environment to attacks, compromise the privacy and confidentiality of client data, or disrupt the availability of the Solutions.

Both scheduled and emergency changes are tested in separate environments, reviewed and approved by Operations, Engineering and Technical Support before deployment to the production environment. Emergency changes must be peer-reviewed and may be initially made without formal authorization. The Change Management process requires that all emergency changes must be documented and reviewed at the next Change Management meeting.

HandsOn Connect has scheduled updates and fixes every two weeks and major improvements on a monthly basis. Improvements are usually deployed as inactive in order to not affect the client's current use of HandsOn Connect. Documentation, training, and webinars are available for all improvements and changes.

HandsOn Connect also deploys updates, which can be installed as needed, to keep compatibility with Salesforce's releases, current security standards, and critical updates.

b. **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.**

Remote support is included as part of the HOC license. The client can choose to allow HOC access to their HOC system or grant access on demand. Remote support will be provided from one of these locations: Tampa (FL), Miami (FL), Dallas (TX), Los Angeles (CA), with back up teams in Alabama and Michigan.

c. **Describe any maintenance options/tiers and whether they vary by time of day, response time, etc. (Specify any associated cost in Section X. Pricing Schedule).**

HandsOn Connect is committed to rapid response to all Support Requests and reported Problems. All Priorities can be logged with HandsOn Connect on a 24 hours per day, 7 days per week, 365 days per year basis via phone. All Support Requests can be tracked online by the authorized technical contact who opened the Support Request.

Service Requests are standard requests from end users submitted to the Customer Support Service-desk for something to be provided – for example, a request for information or advice on product functionality or usage; to reset a password; guidance/troubleshooting assistance on an error incurred when using the hosted service; report a potential defect in the hosted software; submit a feature request, etc.

Our Service Request categorization and SLO (Service Level Objective) timelines for requests submitted to the support service-desk for our hosted solutions is for urgent issues with 24-hour response time SLA during regular business days. 1-day response for all other issues. Urgent issues less than 6 hours.

HandsOn Connect works with our customers to assign the appropriate priority to the Service Request. As the case progresses, the HandsOn Connect Customer Support team will inform you if the request no longer fits the definition of the original priority and may propose adjusting the priority level. Your feedback regarding any adjustment is important to us and we will try to give you advance notice of any plans to adjust the Priority Level. However, if we are unable to contact you after repeated attempts to discuss an adjustment, we may temporarily adjust the assigned Priority Level while waiting for your response. Each Customer request submitted to the Support Service-desk is assigned a priority.

Service Incidents are tied to unplanned service interruptions in the hosted infrastructure/application. These issues are fulfilled by Incident Management. Major Incidents cause serious interruptions of business activities and must be resolved with greater urgency. The aim is the fast recovery of the service, where necessary by means of a Workaround.

Table 2 below outlines Service Incident categorization and timelines for our hosted solutions.

Urgency	Definition
Urgent	Customer's production system is down, or the customer's business operations or productivity are severely impacted with no available workaround, or there is a critical security issue.
High	Customer's production system is operating but the issue is causing significant disruption of customer's business operations; a workaround is unavailable or inadequate, or there is a security issue.

Normal	Customer's system is operating and issue's impact on the customer's business operations is moderate to low; a workaround or alternative is available.
Low	The issue is a minor inconvenience and does not impact business operations in any significant way; issues with little or no time sensitivity.

HandsOn Connect will use commercially, reasonable efforts to meet the target response times stated in the table above. HandsOn Connect will provide continuous efforts (24x7x365) to resolve Urgent Hosted Service Incidents until a workaround or resolution can be provided or until the Incident can be downgraded to a lower priority. HandsOn Connect does not guarantee resolution times, and a resolution may consist of a fix, workaround, service availability or other reasonable solution.

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

None that are foreseen at this time.

e. 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.)

We offer a broad range of support services through an experienced team of professionals. HandsOn Connect has 3 levels of customer support designed to fit your needs, Standard, Premium, and Business Critical Support.

Standard Support provides customers with answers to product-related questions and provides troubleshooting guidance and tips related to issues incurred with a licensed HandsOn Connect Solutions product. Customers receive access to our HandsOn Connect Help Desk for product documentation, product release notes, access to knowledge base articles, and our online trouble-ticketing system. Standard Support services are available Monday – Friday, 8 am-8 pm EST.

Our standard support includes:

- Unlimited HandsOn Connect product support and tickets
- 24/7 Access to the Help Desk Portal
- Support for urgent issues with 24-hour response time during regular business days. 2-day response for all other issues. Urgent issues on average receive a response time of fewer than 6 hours, and 24 hours of "normal" urgency issues. Premium support is available, too.

- Daily Labs: every day of the week there is an open lab using GoToMeeting where any client can call in with an issue
- Access to online training and documentation
- Access to Community Labs and Ongoing Training Webinars

While HandsOn Connect makes every effort to ensure that problems are resolved as quickly as possible, it understands that Customers' expectations may not always be met. If for any reason the Customer is dissatisfied with their support experience or does not receive a resolution of their reported issue within a reasonable time frame, they may escalate their concern or question directly to anyone listed in the Internal Escalation (provided to the client in our Maintenance & Customer Support Guide).

Customers can request the current support engineer to escalate the issue to Support Escalation Management. (Support engineers are required to automatically escalate any issues to the next level within HandsOn Connect's escalation chain immediately upon the request of the Customer.)

f. Describe if and how your product impacts our ability to apply security updates in a timely manner to underlying or supporting products (e.g. Windows, Linux, Java, Oracle, MS Office, Web server). Timely is defined as no later than 30 days from the time of vendor release.

HandsOn Connect, as a Software-as-a-Service (SaaS), will have no impact on the client's ability to apply security updates in a timely manner to their underlying or supporting products.

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

As SaaS product, the primary responsibility of the isolation and diagnosis of system failures belongs to HOC.

8. On-premise Application (if there is no on-premise option, do not complete):

There is no on-premise applications for HandsOn Connect.

9. Hosted Applications (if there is no hosted option, do not complete):

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.

a. **Provide a list of service outage incidents, security breaches, and application security vulnerabilities fixed over the past year.**

In the last year, we have had no security breaches. We have been attacked with denial of service attacks and brute force login attempts, which were all mitigated by our prevention system and team.

We have had periods of performance degradation, and two main outages:

- Mar 10, 2018 7:01 PM to 8:23 PM - Due to DDOS attack. Additional mitigation controls were added.
- Dec 21, 2017 12:59 PM to 1:34 PM - Due to a network issue at Azure. Additional redundancy was added and configured via the traffic manager.

Patches and updates are pushed, as needed, according to the following criteria:

- Vendor-reported criticality (e.g., high, medium, low)
- System criticality (e.g., the relative importance of the applications and data the system supports to the overall business)
- System exposure
- Validity, stability, and readiness of the patch
- Impact of the patch

Our standard routine patch and updates cycle is of one month.

As HandsOn Connect uses cloud services as a platform (PaaS), from Salesforce and Microsoft Azure, some of the Patch Management is managed by these cloud providers, or shared between the cloud provider and the HandsOn Connect team.

b. **Provide a description and evidence of the security used in your facilities to assure the confidentiality, integrity, and availability of JMU data and services. Include:**

   i. **Employee and partner vetting processes**

   HandsOn Connect requires that non-disclosure and/or confidentiality agreements are signed by all Personnel, employees and partners. HandsOn Connect policy prohibits employees from using confidential information (including Client Data) other than for legitimate business purposes, such as providing technical support, and this obligation continues after their employment ends.

   HandsOn Connect reserves the right to perform background checks on full time and temporary employees. Background checks differ by geography to

account for local laws. In all cases, they include criminal checks, education and employment reports. All background checks for US employees comply with the Fair Credit Reporting Act.

Accounts on HandsOn Connect production network, including for network administrators and database administrators, are mapped directly to employees using unique identifiers based on employee names. Generic administrative accounts are not used. Upon notification by HR as part of the formal termination notification process, all physical and system accesses are immediately adjusted to the new role or revoked both on HandsOn Connect Corporate network and in HandsOn Connect Solutions production network.

All accesses to HandsOn Connect Operations network must be submitted by the requestor's manager to the change management meeting. After review and approval, the request is logged for implementation.

Password complexity rules and account lockouts are enforced in all environments to protect against brute force dictionary attacks or other passwords threats.

HandsOn Connect periodically reviews employee access to internal systems. Reviews ensure that employees' access rights and access patterns are commensurate with their current positions.

ii. **Physical, network, and system access controls**

Authentication and robust access controls ensure that all clients' confidential information is secured against unauthorized access. Users of HandsOn Connect Solutions must be authenticated before they can access their data, and rights associated to their credentials control access to the logical structures containing their data.

Accesses to resources are controlled by explicit rights in all environments. Employees are given appropriate accounts on systems which they are authorized to access following the "least privilege" principle. Generally, access controls are provided by Microsoft's Active Directory services and appropriate configuration of the operating system, file system and application settings.

Access to client data is limited to legitimate business need, including activities required to support clients' use of the Solutions. Employees may only access resources relevant to their work duties. Processes ensure that any

production data used by HandsOn Connect Technical Support for testing (always with client consent) is automatically deleted after 14 days.

HOC runs on a Platform-as-a-Service (PaaS) and our team has no physical access to the facilities at Azure and Salesforce. For information about each:

- Azure: https://azure.microsoft.com/en-us/resources/videos/build-2015-azure-app-service-architecture/
- Salesforce: https://developer.salesforce.com/page/Multi_Tenant_Architecture

iii. **Process to apply security updates in a timely manner.**

Patches are applied on a monthly schedule, unless criticality demands a quicker response. Critical patches are evaluated and deployed as promptly as possible, based on HandsOn Connect review of server/workstation vulnerabilities and the risks to any operating applications. Patch applicability and urgency is evaluated based on the zone of deployment (perimeter, DMZ, applications, storage), its relevance (i.e. is the service being patched enabled in the environment) and threat severity (likelihood x impact).

iv. **Internal/external vulnerability testing including network scanning, penetration testing, web application testing, code review, audits, and which, if any will be made available to JMU.**

These can be made available upon request.

c. **Ongoing attack and integrity monitoring methods. Provide your policy and process for notifying JMU of security breaches in your environment.**

HandsOn Connect subscribes to manufacturers and independent security notification services to monitor potential external threats, including those performed by Salesforce and Azure.

Manual and automated vulnerability testing are performed during the development process. HandsOn Connect conducts a vulnerability scan of all external-facing (public) infrastructure devices and application penetration test of its Solutions.

Vulnerabilities are logged as defects, resolved or mitigated, and verified fixed.

HandsOn Connect has developed a robust Security Incident Response Process (SIRP) to address security and privacy related events in an efficient and timely manner. The SIRP framework describes how the team is deployed, documents the criteria for

incident severity, defines the investigation and diagnosis workflow, details documentation and reporting requirements, and establishes contact information.

The SIRP core team is composed of senior employees with an executive sponsor reporting directly to HandsOn Connect CEO. This team is deployed and disbanded for each event and meets periodically in the absence of events for training and process maintenance. The SIRP process identifies key roles to facilitate the effective coordination of HandsOn Connect response to a security incident, and defines a secure methodology for the confidentiality of all information and communication.

Incidents are triaged in three impact categories, each with different response levels:

- Severity 1 – Critical incidents involving a successful breach trigger the immediate deployment of the process.
- Severity 2 – Significant incidents involving an unsuccessful breach attempt trigger the deployment of the process within business work hours.
- Severity 3 – Benign incidents such as probes not requiring change to systems do not trigger the deployment of the team, but are logged and a retrospective is performed as part of the next SIRP meeting.

The SIRP process is based on industry standard best practices and methodology. It specifies roles and responsibilities as well as priorities for each of the six phases:

- Identification – Alerts may come from a variety of sources, typically our Technical Support, IT and Operations teams, or automatically from monitoring systems. These teams are trained in the identification and escalation processes.
- Triage – The team evaluates the criticality of the incident based on defined guidelines, logs the incident and triggers the formal deployment of the SIRP if necessary.
- Containment – The first goal of the SIRP team is to prevent the situation from getting worse and keep client data safe. During this phase, the team isolates compromised systems and starts planning for the following phases.
- Eradication – Once the situation is under control, the SIRP team moves to mitigate the impact of the incident and resolve the immediate situation. It identifies the root cause of the incident and prepares for the recovery by documenting known facts and identifying impacted clients, if any.
- Recovery – The recovery phase starts as soon as possible, but may require the eradication phase to be complete. Systems are returned to normal operation, patches or configuration changes are applied, documentation is finalized and communications go out to necessary parties.
- Retrospective – This critical phase allows HandsOn Connect to learn from the incident. Documentation of the incident as well as the response process are

reviewed to identify, define and deploy needed improvements to process, policies, system configurations, etc.

Security incidents are managed by HandsOn Connect Security Incident Response Process team. All communications with clients in case of security or privacy incident will be through our support team, using HandsOn Connect Help Desk Notifications (client users can subscribe for push notification) and agreed upon contacts.

HandsOn Connect Technical Support team will notify client contacts assigned to the account as soon as possible after confirming them as being affected by a security or privacy breach or by a DR event.

d. Describe the architecture of the proposed solution indicating where and how JMU will either share resources with other customers or be isolated from them.

JMU will not share data with other HOC customers. Each customer has its own independent instance of Salesforce, on which HOC runs and servers as the repository of data for HOC.

e. 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.

As system of record, Salesforce is the main storage of the Client's data. As the Salesforce instance is owned by the Client, the Client has full access, control, and ownership of the data at all times, including the ability to move or copy the data.

f. Describe vendor and partner practices related to moving and copying data.

The client has full access to their data at all times, and can initiate a full data download at any time. In addition, reports are available that are exportable to CSV, and several data loader and sync tools integrate with the platform that facilitate moving and integrating the data.

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

All clients based in the United States are assigned US based data centers in the United States. For JMU, it will most likely be in their Virginia facility .

We also use two server farms at Azure for the public website, one on the East Coast and the other on the West Coast, which include failovers. Within each region we run a minimum of two instances.

h. Describe any exit strategies you offer.

Contracts are usually a minimum of one year. The client can exit at any time since they have full access and ownership of their data at all times.

i. **Describe your approach to backups and disaster recovery. Indicate whether backups can be stored at JMU and if so, how it would be accomplished.**

For data stored in Salesforce, this vendor provides the backups of last resort. We include in all proposals the option for the client to have its own backup via HandsOn Connect's partnership with Spanning Backup.

HandsOn Connect maintains and tests a business continuity plan (BCP) and disaster recovery (DR) plan that prioritizes critical functions (such as data collection) supporting the delivery of its Solutions to its clients. Under such a plan, the disruption resulting from a complete site outage at a data collection center would be limited to a single geographic region and would only last for a few minutes while traffic gets automatically rerouted. HandsOn Connect retains DR archives of Client Data for up to two years after the backup. HandsOn Connect Operations team performs a comprehensive annual risk assessment.

The client can automate backups that can be downloaded and stored at JMU via Salesforce's Data Export feature or Spanning Backup.

10. Privacy

a. **Provide your privacy statement and that of any partners involved in providing your proposed solution.**

See the HOC privacy policy in [Appendix 1](#). The Salesforce Privacy Policy can be seen at: https://www.salesforce.com/company/privacy.

b. **Describe any user and/or activity information collected automatically or directly through inquiry or consent forms sent directly to you or other parties outside of the application system, whether the information collected is personally identifiable, for what purpose(s) it is collected and how long it is retained.**

No information collected and sent to us or outside of the application system, except if the client opts to use Spanning Backup for the back of the client data, which includes personally identifiable data.

The client can opt to include a third-party system at their discretion.

c. **Describe the specific means used to collect such information (via cookies, web bugs, etc.)**

See the The Information We Collect section in [Appendix 1](#).

d. **Describe how information is stored and kept secure.**

When at rest, the data is kept in secured servers hosted by Salesforce or Azure. The databases are not publicly accessible and are protected by firewalls. All data is transparently encrypted and sensitive data is further encrypted for added security.

We protect our client and our company data by a comprehensive data security and privacy policy, which covers

Ensuring Data Security Accountability: Defining user roles and responsibilities and what is expected of them. Data is classified by risk, and sensitivity, criticality or value, to determine how to handle each type and which types are allowed to be distributed. Categories include:

- Confidential: High risk of significant financial loss, legal liability, public distrust or harm if this data is disclosed. Can be Client Confidential Data, Company Confidential Data, or Proprietary.
- Sensitive: Moderate requirement for Confidentiality and/or moderate or limited risk of financial loss, legal liability, public distrust, or harm if this data is disclosed.
- Public information: Low requirement for Confidentiality and/or low or insignificant risk of financial loss, legal liability, public distrust or harm if this data is disclosed.

Policies that Govern Network Services: Policies that dictate how to handle issues such as remote access and the management and configuration. It also covers the security of components like routers and switches. This category is also where policies regarding the detection of network intrusion are defined. Note that since HandsOn Connect is a cloud solution, most of these policies are managed and executed by Salesforce or Azure.

Scanning for Vulnerabilities: Vulnerabilities scan on IT infrastructure, such as Application vulnerability threat assessments, Network vulnerability threat assessments, Selected penetration testing and code review, and Security control framework review and testing.

Note that since HandsOn Connect is a cloud solution, most of these scans are managed and executed by Salesforce or Azure.

Managing Patches: Applying updates to remove vulnerabilities to protect against threats. Patches and updates are pushed, as needed, according to the following criteria:

- Vendor-reported criticality (e.g. high, medium, low)
- System criticality (e.g. the relative importance of the applications and data the system supports to the overall business)
- System exposure
- Validity, stability and readiness of the patch
- Impact of the patch

System Data Security Policies: Security configuration and policies for all essential servers and operating systems, as well as servers, firewalls, databases and monitoring.

Response to Incidents: Measures for handling security issues and breaches. The process for detecting security incidents includes, but is not limited to, regular review of data access logs, system alert messages, and other application anomalies. Evidence data is collected, such as:

- Name of person(s) conducting the incident response investigation
- Description of the data and the computing system affected by the incident
- Time and date of incident
- Related logs, screen/video captures, documents, testimonials, etc.
- Damage to data and the computing system(s)
- Suspected cause of the incident
- Actions taken to mitigate damage and restore the data and/or computing system
- Recommendations for further actions to enhance security

We adopt safeguards and have policies and procedures in place that allow to identify, track, mitigate and document security incidents. We report security incidents of which we become aware, per our privacy policy.

By default, incidents are communicated and escalated to customers via our support system's notifications and announcements. In some cases, other mechanisms may be used, such as a direct email, phone call or via Twitter.

Acceptable Use: Staff is required to accept the Acceptable Use Policy, as well as clients and users:

Monitoring Compliance: Audits and reviews are used to verify compliance with the data security policy.

Account Monitoring and Control: Monitor and control user accounts carefully, and maintain and review access and user logs. Identity and access management.

e. Specify whether you share the user and/or activity information with other parties. If information is shared with other parties, specifically identify who these parties are and respond to Items i. through iii. for each.

    i. Identify the type/specific information being shared with a third party or collected directly by them about your offering, whether the information collected is personally identifiable, how/for what purpose(s) it is collected and how long it is retained.

        We use Google Analytics, Raygun, Logentries and New Relic to track user activity on the site, to help track site metrics and troubleshoot issues.

    ii. Describe the specific means used to collect such information (via forms, cookies, web bugs, etc.)

        Forms and cookies.

    iii. Describe how this information is stored and kept secure.

        This information is stored the secure cookies using HTTPS, and in the corresponding third-party systems, which we selected partly on their security standards and measures.

f. Specify whether your offering includes ingesting or connecting to personally identifiable transactions or other records from third parties. If so, please respond to i-iii below:

    i. Identify the type/specific information being collected/ingested through a third party or collected directly by them in connection with your offering, whether the information collected is personally identifiable, how/for what purpose(s) it is collected and how long it is retained.

        Does not apply.

    ii. Describe the specific means used to collect such information (via forms, cookies, web bugs, etc.)

        Does not apply.

    iii. Describe how this information is stored and kept secure.

        Does not apply.

Pricing Schedule

Section X in RFP

Pricing Schedule

The pricing for HandsOn Connect is split into two parts: Annual Licensing Fees (ongoing) and the Initial Upfront Investment (one-time). Fees labeled as "annual" mean that they are recurring every year, those labeled as "one-time" mean that they only occur once and are not recurring.

Part 1: Annual Licensing Fees (ongoing)

Product and Services	Cost
HandsOn Connect Product License and Support & Service Cost (annual) Includes: ● Product license & Support for 1 year ● 5,000 Active Users (volunteers, staff, department staff, partners) [1] ● Monthly HandsOn Connect Releases ● Weekly HandsOn Connect Live Support Labs ● Regularly Scheduled Success Trainings ● HandsOn Connect Online Documentation and Support Desk	$10,000 USD
20,000 additional active users[1] (annual)	$5,000 USD
Chat and In-App Messaging Module (annual)	$5,800 USD
Check-in/out Kiosk (annual)	$1,200 USD
HandsOn Connect Advanced Registration & Signup (annual)	$1,200 USD
Additional Training for End Users (annual)	$3,600 USD
Spanning Backup (annual)	$750 USD
4 Salesforce Full (Enterprise) Admin Licenses (annual) *Three full admin licenses for client and one licenses must be dedicated to HOC*	$7,600 USD
6 Salesforce Platform Admin Licenses (annual) *Admin Staff level licenses*	$6,600 USD
First year Annual/Ongoing Subtotal	**$41,750 USD**

Part 2: Initial Upfront Investment (One-time)

Product and Services	Cost
HandsOn Connect Set-up Costs (one-time)	$4,800 USD

Includes:
   ● Onboarding, setup and basic configuration
   ● Standard Data migration
   ● Use one of our Default Themes and customization to include the client's branding and general look & feel	

Custom branded and workflows	$7,680 USD
Project Management	$2,880 USD
One-time Subtotal	**$15,360 USD**

Total Year 1 (Annual licenses + One-time upfront costs)	**$57,110 USD**

Part 3: Optional Costs

Product and Services	Cost
Single Sign On (SSO) Integration (one time)	$4,800 USD
Premium/Priority Support (annual)	$7,200 USD
Additional Full Admin Licenses (annual per user)	$1,900 USD
Additional Platform Admin Licenses (annual per user)	$1,100 USD
Additional End User Licenses (annual per 1,000 users) *Volunteers, volunteer leaders, group leaders, partner staff. Volume discounts are available: 50% after 50k users and 75% after 100k users.*	$250 USD

[1]An **Active User** is not the total number end-users such as volunteers or partners a customer has. It is the number of end-users that have created an account or signed up for an opportunity in the specified period (one year). On average, organizations typically have between 20% and 30% as active users. This is a soft cap. We would never prevent user from using the system if the limit is reached. We would first contact the customer to discuss options We also allow for seasonality, where the cap can be exceeded by 300% for up to 3 months per year.

Attachments

Section XI in RFP

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.**

   We attest that we have the capability and capacity is 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: 12   Months: 2

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
HandsOn Bay Area	7 Years	1504 Bryant Street Suite 100 San Francisco, CA 94103	Lou Reda Executive Director (415) 541-9616 Ext. 101 lou@hoba.org
United Way of Greater St Louis	6 Years	910 N. 11th Street St. Louis, MO 63101-1018	Katelind (Rohde) Hosie Lead Manager, Volunteer Center 314.539.4266 Katelind.hosie@stl.unitedway.org
University of Pittsburgh / PittServes	1 Year	3959 Fifth Ave Pittsburgh, PA 15260	Chaz Kellem PittServes Director crk80@pitt.edu (412) 624-9293
Hands On Greater Portland	2 Years	619 SW 11th Ave, Suite 300 Portland, OR 97205	John Afryl Operations & Technology Manager (503) 200-3355 john@handsonportland.org

County of San Diego	8 months	1600 Pacific Hwy., Suite 201 San Diego, CA 92101	Rob Winslow Information Technology Manager Robert.Winslow@sdcounty.ca.gov Phone: 619-531-4817

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

Alfredo Boccalandro
Avviato, Inc (d/b/a, HandsOn Connect Cloud Solutions)
12157 W Linebaugh Ave, #332
Tampa FL 33626

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

[   ] YES [X] NO

IF YES, EXPLAIN:

ATTACHMENT B

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

Offeror Name: Avviato, Inc **Preparer Name:** Alfredo Boccalandro

Date: 8/22/2018

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____   No__X___

   If yes, certification number: _____   Certification date:_____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)?   Yes_____   No__X___

   If yes, certification number: _____   Certification date:_____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes____   No__X__

   If yes, certification number: _____   Certification date:_____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)?   Yes_____   No___X__
If yes, certification number: _____   Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than $3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program.   Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at http://www.sbsd.virginia.gov/ (Customer Service).

ATTACHMENT B (CNT'D)

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

Procurement Name and Number: Volunteer Management System LBS-1014
Date Form Completed: 8/22/2018

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned
Businesses

 for this Proposal and Subsequent Contract

Offeror / Proposer:
Firm: Avviato, Inc
Address: 12157 W Linebaugh Ave, #332, Tampa FL 33626
Contact Person: Alfredo Boccalandro
Phone: 813 792-5550

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT D

James Madison University

Information Technology Services Addendum

CONTRACTOR NAME: Avviato, Inc (d/b/a, HandsOn Connect Cloud Solutions)

PRODUCT/SOLUTION: HandsOn Connect Volunteer Engagement and Portal

Definitions:

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

1. **Rights and License in and to University Data:** The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use the data as provided in the Agreement solely for the purpose of performing its obligations hereunder

2. **Nonvisual Access To Technology:** All information technology which, pursuant to the 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. 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. Compliance may be determined by the degree to which the product meets the recommendations described in the VPAT (Voluntary Product Accessibility Template) and/or WCAG 2.0 Level AA guidelines.

3. **Data Privacy:**

a. Contractor will use University Data only for the purpose of fulfilling its duties under the Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by the Agreement or as otherwise required by law.

b. University Data will not be stored outside the United States without prior written consent from the University.

c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under the Agreement. The Contractor will ensure that the Contractor's employees, and subcontractors when applicable, who perform work under the Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Agreement.

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

4. **Data Security:**

a.   Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.

b.   Contractor will store and process University Data in a secure site and will provide a SAS 70, SAS 70 Type II, SSAE 16, or SOC 2, or other security report deemed sufficient by the University, from a third party reviewer along with annual updated security reports. If the Contractor is using a third-party cloud hosting company such as AWS, Rackspace, etc., the Contractor will obtain the security audit report from their hosting company and give the results to the University. The University should not have to request the report directly from the hosting company, or sign a nondisclosure agreement to receive it.

c.   Contractor will use industry-standards and up-to-date security tools, technologies and practices such as network firewalls, anti-virus, vulnerability scans, system logging, intrusion detection, 24x7 system monitoring and third-party penetration testing in providing services under the Agreement.

d.   Without limiting the foregoing, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at AES 256 of stronger.

5.   **Data Authenticity, Integrity and Availability:**

a.   Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, "is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration."

b.   Contractor will ensure backups are successfully completed at the agreed interval and that restoration capability is maintained for restoration to a point-in-time and\or to the most current backup available.

c.   Contractor will maintain an uptime of 99.99% or greater, or as negotiated and accepted by the University, as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations, excluding regularly scheduled maintenance time.

6.   **Employee Qualifications:**

a.   Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Agreement including but not limited to all terms relating to data and intellectual property protection.

7.   **Security Breach:**

a.   Response. Immediately (within one day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.

b.   Liability. In addition to any other remedies available to the University under law or equity, when applicable to the type of services being provided, Contractor will pay for or reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

Contractor agrees to indemnify, hold harmless and defend the University from and against any and all claims, damages, or other harm related to such Security Breach.

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

a. Except as otherwise expressly prohibited by law, Contractor will:

    i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;

    ii. consult with the University regarding its response;

    iii. cooperate with the University's requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and

    iv. Upon the University's request, provide the University with a copy of its response.

b. Contractor will make itself and any employees, contractors, or agents assisting in the performance of its obligations under the Agreement, available to the University at no cost to the University based upon claimed violation of any laws relating to security and\or privacy of the data that arises out of the Agreement. This shall include any data preservation or eDiscovery required by the University.

c. The University may request and obtain access to University Data and related logs at any time for any reason and at no extra cost.

9. **Data Transfer Upon Termination or Expiration:**

a. Contractor's obligations to protect University Data shall survive termination of the Agreement until all University Data has been returned or Securely Destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.

b. Upon termination or expiration of the Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 30 days of termination of the Agreement. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.

c. In the event that the University requests destruction of its data, Contractor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University and to complete any required Commonwealth of Virginia documentation regarding the destruction of University Data.

d. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University

access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

10.   **Audits:**

a.   The University reserves the right in its sole discretion to perform audits of Contractor at no additional cost to the University to ensure compliance with the terms of the Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.

b.   If Contractor must under the agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, Contractor will at its expense conduct or have conducted at least annually a(n):

    i.   American Institute of CPAs Service Organization Controls (SOC) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests to Contractor's security policies, procedures and controls. Contractor shall also submit such documentation for any third-party cloud hosting provider(s) they may use (e.g. AWS, Rackspace, Azure, etc.) and for all subservice provider(s) or business partners relevant to this contract. Contractor shall also provide James Madison University with a designated point of contact for the SOC report(s) and risks related to the contract. This person shall address issues raised in the SOC report(s) of the Contractor and its relevant providers and partners, and respond to any follow up questions posed by the university in relation to technology systems, infrastructure, or information security concerns related to the contract. All documentation shall be provided free of charge and submitted to IT-Assessments@jmu.edu. The Contractor shall provide the SOC II report(s) and other necessary documentation annually 90 days prior to the contract anniversary date. The University should not have to request the SOC II reports or other assessment documents or sign a nondisclosure agreement.

    ii.   vulnerability scan, performed by a scanner approved by the University, of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement; and

    iii.   formal penetration test, performed by a process and qualified personnel approved by the University, of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement.

c.   Additionally, Contractor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Agreement.

11. **Compliance:**

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

b. Contractor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Contractor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA).

12. **No End User Agreements:** Any agreements or understandings, whether electronic, click through, verbal or in writing, between Contractor and University employees or other end users under the Agreement that conflict with the terms of the Agreement, including but not limited to this Addendum, shall not be valid or binding on the University or any such end users.

To the extent allowed by Virginia law, James Madison University will keep any information provided in a security audit report confidential to protect the integrity of the Contractor.

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

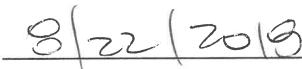| JAMES MADISON UNIVERSITY	CONTRACTOR
SIGNATURE: _____	SIGNATURE: _____
PRINTED NAME: _____	PRINTED NAME: Alfred J Boccalino
TITLE: _____	TITLE: CEO
DATE: _____	DATE: 8/22/2018

RETURN OF THIS SIGNED DOCUMENT IS REQUIRED

Appendices

Appendix 1: HOC Privacy Policy

Our Commitment To Privacy

Thank you for visiting HandsOnConnect.org ("Site") or the HandsOn Connect Application ("App") which is a service in partnership with Points of Light ("POL"). Your privacy is important to us. Our ongoing commitment to the protection of your privacy is essential to maintaining the relationship of trust that exists between HandsOn Connect and all of our partners, clients, volunteers, volunteers with a personalized account, readers of our newsletters or other users of HandsOn Connect or visitors to this Web site. This Privacy Policy details certain policies implemented throughout HandsOn Connect and POL governing our online information security practices.

User Consent

By submitting Information through our Site or App and/or our Web Services on Partner sites, you agree to be bound contractually by the terms of this Privacy Policy and you expressly consent to the processing of your Information according to this Privacy Policy and you agree to the HandsOn Connect Terms of Service (the "Terms of Service").

By using our Site, App or service, you consent to our Privacy Policy. If you don't agree, please don't use our Site, App or Service.

Privacy Policy Updates and Modifications

We reserve the right to modify this Privacy Policy at any time, upon prior notice to you by email or posted on our notifications board on our help desk, and by thereafter posting amended terms on this Site. Your continued use after such notice, indicates your acceptance of the amended Privacy Policy. You should check this Privacy Policy periodically for modifications by referencing the Effective Date posted above.

The Information We Collect

You may have accessed HandsOn Connect via the HandsOn Connect Application or directly by visiting our Site or App, the home page of which is located at www.HandsOn Connect.org, or through the Web site of one of our third-party partners with whom we have teamed to provide volunteering services, such as (a) an HandsOn Connect co-branding partner; or (b) a corporate partner (collectively, "Partners"). This notice applies to all information you submit to HandsOn Connect through the HandsOn Connect Site or App. Please note that we cannot be responsible for the information you submit directly to third parties, including our Partners, who may have their own posted policies regarding the

collection and use of your information. We urge you to review the policies of our Partners through whom you may access our services.

Personal Information

You can access many sections of our Site or App without revealing any personally identifiable information about yourself. We will not collect any personally identifiable information from you unless you voluntarily submit such information to us. Therefore, if you do not want us to obtain any personally identifiable information about you, do not voluntarily submit such information to us. However, in certain sections of this Site or App, we may invite you to login through a third party social networking service, contact us with questions or comments, volunteer, request to build applications and submit product feedback. Due to the nature of some of these activities, we may collect personally identifiable information that you submit such as your login credentials, name, email address, zip or postal code, organization name and organization website. We may also collect additional personally identifiable information that you voluntarily transmit with your communications to us.

In no way limiting the generality of the foregoing, you may have the option to submit the following types of information on our Site or App, which may or may not be personally identifiable information, and that may change from time to time:

For Newsletter and Webinar Subscribers:

- First and Last Name
- Email address

For volunteers without a personal HandsOn Connect account who have accessed HandsOn Connect through HandsOnConnect.org or a Partner's Web site:

- First and Last Name
- Email address
- Telephone number
- Address, City and State (optional)
- Zip Code
- Comments about volunteer opportunity (optional)
- Other categories of information required or requested by an Agency to register for a particular volunteer opportunity.

For volunteers with a personal HandsOn Connect account who have accessed HandsOn Connect through HandsOnConnect.org or a Partner's Web site:

- First and Last Name
- Email address

- Telephone number
- Address, City and State (optional)
- Zip Code
- Your skills profile
- Comments about volunteer opportunity (optional)
- Username and Password
- Referral history
- Customized email preferences (optional)
- Feedback and comments
- Other categories of information required or requested by an Agency to register for a particular volunteer opportunity.

For Nonprofit Member Agencies:

- Administrator Information - First and Last Name; Email; Telephone Number; Zip Code; Username and Password. Address; City; State (optional)
- Agency Information - Agency Name; Contact Information (Contact Title, First and Last Name, Telephone Number, Address, City, State, Zip Code, Email); Description Of Services; Mission Statement; Tax ID/EIN; Affiliations; Volunteer Type Category. Web site Address;
- Volunteer Opportunity Information - Opportunity Title; Contact Email; Description; Volunteer Type; Location Information (either Street Location or "Virtual" Designation). Required Skills; Date; Time; Commitment Information; Volunteer Age; Group Size (optional).
- Feedback and comments

The Site or App may track the total number of visitors to our Site or App, the number of visitors to each page of our Site or App, the aggregate number of users that click on a certain volunteer listing, search terms, IP address, browser type, the aggregate number of volunteers from particular cities, states or provinces, zip or postal codes and other aggregate and anonymous information, and we may analyze this data for trends and statistics in the aggregate, but such information will be maintained, used and disclosed in anonymous and aggregate form only and it will not contain personally identifiable information. For example, we may use this aggregate information to provide volunteer information in your area.

If you decide to use a social networking service to sign in, you are using other services like Facebook Connect. These services give us a token that allows social features on the site, and this token is stored on our third party hosting provider's servers. The respective sign in services have privacy settings and policies that let you control your preferences. By default, those services use a cookie that stores your login ID (but not your password) to make it

easier for this Site or App to recognize when you return to the Site or App. You can remove or block this cookie using the settings in your browser if you want to disable this feature.

When you are signed in to the Site or App, you may send messages, "like" an activity and transmit information through various channels. We collect information from these activities through this Site or App so that we can provide you with our service and offer personalized features, such as your activity page. In most cases, we retain this information so that, for instance, you can return to view activities you "like" or to easily see your friend list. When you update information, we usually keep a backup copy of the prior version for a reasonable period of time to enable us to revert to the prior version of that information. If you decide you don't want to have your activity page on the Site or App, and you're OK with having all history permanently removed, you'll need to fill out and submit the Delete Account form.

Use of Information

General, Site or App Improvement and Personalization

In general, we use the personally identifiable information collected on our Site or App to help us understand who uses our Site or App and how it is used, to personalize your experience, to assist you in using our Site or App and to improve our Site or App. We also use the non-personally identifiable information collected automatically by our servers primarily to help us administer and improve our Site or App.

We reserve the right to use your Information to send you e-mails regarding system downtime and/or the right to make changes to this Privacy Policy or the Terms of Service, and you are not permitted to opt out of receiving these e-mail messages.

We do not sell or rent our volunteer, administrator, nonprofit, or general newsletter email addresses to outside parties.

For Newsletter or Webinar Subscribers:

If you become a registered member of our Site or App, we may use your information to send you a welcoming email that may confirm your user name and password and offering you the opportunity to "opt-in" to receive further communications from us. If you agree to "opt-in" we may send you electronic newsletters, contact you about online services, related information and news items that may be of interest to you, such as product enhancements, tool upgrades, volunteer project or other civic engagement recommendations, or membership news and provide you with targeted feedback. If you decide you no longer

want to receive these communications from us, we will provide you with an option to "opt-out" and change your preferences.

For volunteers without a personal HandsOn Connect account who have accessed HandsOn Connect through HandsOnConnect.org or a Partner's Web site:

To the extent that you have provided any Information to us through our Web site regarding volunteer opportunities associated with one of our Partners, we may share your Information and referral history with the applicable Partner. Each of our Partners has its own policies regarding the collection and use of personal information, and HandsOn Connect is not responsible for their use of your Information. Furthermore, our Partners may collect additional information from you, independent of HandsOn Connect.org, in connection with the volunteer services.

For volunteers with a personal HandsOn Connect account who have accessed HandsOn Connect through HandsOnConnect.org or a Partner's Web site:

If you indicate to us that you are interested in creating a personalized account, the information we gather from you will be used to permit you to: access the account, customize outbound email services, review your referral history and/or create a skills profile that can be searched in response to inquiries made by Agencies using HandsOn Connect's Services.

Please be aware that, to the extent required to allow you to sign up for a volunteer opportunity (at your request), we may share your Contact and Skills Profile Information with other volunteers, Nonprofit Member Agencies, or other Partners, as applicable.

If you indicate to us that you are interested in particular volunteer opportunities and provide us with your Information – including your skills profile - either through www.HandsOn Connect.org or a Partner's Web site, we will forward your Information to the Agency that is hosting that opportunity so that the Agency can contact you regarding your potential involvement, and, if the particular Agency (including an Agency that is a Partner) has a regional or national office or is closely affiliated with or a member of a related Agency (each, an "Affiliate"), then we may also share your Information with the applicable Affiliate.

If you indicate to us that you are interested in offering your services in Disaster and provide us with your Information – including your skills profile - either through www.HandsOn Connect.org or a Partner's Web site, we will enable Agencies responding to that disaster to

contact you blindly regarding your potential involvement. It is up to you to decide whether or not to respond.

For volunteers with a personal HandsOn Connect account who have accessed HandsOn Connect through their employer's Web site:

We may share your Information with your employer so that your employer may log the number of hours you have volunteered during a specified period of time ("Hours"). In some instances, your employer may share your Information with third-party service providers to help your employer process data regarding your Hours. Your employer has its own policies regarding the use of your Information, and HandsOn Connect is not responsible for your employer's use of your Information. Furthermore, your employer may collect additional information from you, independent of HandsOn Connect.org, in connection with the volunteer services.

For Nonprofit Member Agencies:

If you submit Information to us as an Agency, then, subject to the terms and conditions as a nonprofit member of HandsOn Connect, your Information (excluding your EIN number) will be accessible by anyone who accesses HandsOn Connect. In addition, we may share your Information, including your EIN number, with selected Partners in order to verify your Agency's identity and tax status.

Agencies who receive email addresses from potential volunteer signups are strongly encouraged to adopt privacy standards similar to those of HandsOn Connect. Each such Agency, however, has its own policies regarding collection and use of personal information and we are not responsible for their use of your Information. Inappropriate use of personal information received from HandsOn Connect may jeopardize nonprofit membership with HandsOn Connect. HandsOn Connect reserves the right to determine, in its discretion, what constitutes inappropriate use of this information. For more about an Agency's policy, please contact them directly using the contact information posted for that Agency on our Web site.

If you submit Information to us as an Agency, then, subject to the terms and conditions as a nonprofit member of HandsOn Connect, your Information (excluding your EIN number) will be accessible by anyone who accesses HandsOn Connect. In addition, we may share your Information, including your EIN number, with selected Partners in order to verify your Agency's identity and tax status.

Please note that any feedback or comments provided by you on the Web site may be generally accessible by any visitor to the Web site. Therefore, please take care when posting feedback or comments to the site, as you will forfeit the privacy of that information.

Use of System Information

IP addresses are used by your computer every time you are connected to the Internet. Your IP address is a number that is used by computers on the network to identify your computer. IP addresses are automatically collected by our web server as part of demographic and profile data known as "traffic data" so that data (such as the web pages you request) can be sent to you. We will not use your IP address to attempt to identify your personal information.

A Referrer is the information passed along by a web browser that references the Web URL you linked from, and is automatically collected by our web server as "traffic data". We reserve the right to use this information to identify broad demographic trends that may be used to provide information tailored to your interests. You will not be personally identified from this information.

System information that we collect as part of "traffic data" includes time, the type of web browser being used, the operating system/platform, and CPU speed. This information is sent automatically by your web browser when you are connected to a web site. We reserve the right to use this information for purposes of identifying broad demographic trends and may be used to provide information appropriate for your computer system. You will not be personally identified from this information.

Information Sharing

You may share content from this Site or App with your friends using social networking services and such social networking services may collect and use your information as set forth in their own privacy policies. We may provide the aggregate information that we collect to our third party partners that provide volunteer opportunities on this Site or App but such information will not personally identify you. We may provide your personally identifiable information and the aggregate information to the vendors and service agencies that we may engage to assist us in providing our Site or App and related services to you solely as necessary to provide our Site or App and services to you. We may disclose your personally identifiable information when we reasonably believe we are required to do so by law, or when we deem it appropriate or necessary to provide such information to law enforcement authorities. We will not sell, rent, trade or transfer your personally identifiable information to any company or organization except that we may transfer your personally identifiable information to a successor entity upon a merger, consolidation or other corporate reorganization in which HandsOn Connect or POL participates or to a non-profit assignee.

Cookies

Cookies are pieces of information that a website transfers to your computer's hard disk for record-keeping purposes. Cookies in and of themselves do not personally identify users, although they do identify a user's computer. Most browsers are initially set up to accept cookies. If you prefer, you can set your browser to refuse cookies. However, you may not be able to take full advantage of this Website if you do so. We reserve the right to use cookies to collect demographic and profile data for purposes of delivering content specific to your interests. Advertisers that display ads on our Site or App may also use cookies; however we do not have access to the information obtained from cookies issued from other sites.

Advertisements that appear on this Site or App or in connection with the software services provided in connection therewith are sometimes delivered directly to users by third-party advertisers, who automatically receive your IP address at that time. They may also download cookies to your computer or use similar techniques to gather information about you. These techniques enable the third-party advertiser to recognize your computer each time they send you an advertisement so that they may track the effectiveness of their advertisements and customize the advertising content. We do not have access to or control of any of the foregoing technologies that may be placed on our Site or App or used in connection with our software services offered through our Site or App by such third-party advertisers. However, third-party advertisers do not have access to your personally identifiable information unless you choose to share it with them via your own personal computer settings. This Privacy Policy covers our use of cookies and similar technologies on our Site or App and does not pertain to the use of cookies or other similar tracking technologies by any third-party advertisers.

Your Choices; How You Can Review or Correct Your Information

You do not need to log into a third party social networking service to use this Site or App. You may use HandsOn Connect without providing a user name or any other personal information. You can delete cookies stored on your computer by following the instructions for deleting cookies in your browser.

If you are a nonprofit member or volunteer with a personal HandsOn Connect account (either through the Site or App or a Partner's Web site) you may review and make changes to all of your Information that we collect and maintain online by simply inputting your username and password where indicated on the Web site. If you are a volunteer with a personal HandsOn Connect account, once you login in, you may make any changes or correct factual errors in your account by changing the information on your login page. This

option is available 24 hours a day to better safeguard your Information, subject to downtime for standard maintenance and support. You do not need to contact us to access your record or to make any changes. If you have problems changing your Information, please contact Community Services at support@HandsOnConnect.org.

For Nonprofit or Other Volunteer Agencies

If you are an Agency administrator, you may make any changes or correct factual errors in your administrator, organization and opportunity information 24 hours a day. We use this procedure to better safeguard your Information. You do not need to contact us to access your record or to make any changes. If you have problems changing your Agency's Information, please contact Community Services at support@HandsOnConnect.org If you are a nonprofit member or volunteer with an account and would like to have your Information deleted from the site, you may do so by contacting us at support@HandsOnConnect.org

Links to Third Party Sites

The Site or App may provide links to other Web sites or resources over which HandsOn Connect does not have control ("External Web Sites"). Such links do not constitute an endorsement by HandsOn Connect of those External Web Sites. You acknowledge that HandsOn Connect is providing these links to you only as a convenience, and further agree that HandsOn Connect is not responsible for the content of such External Web Sites. Your use of External Web Sites is subject to the terms of use and privacy policies located on the linked-to External Web Sites.

Children's Privacy

HandsOn Connect recognizes the privacy interests of children and we encourage parents and guardians to take an active role in their children's online activities and interests. This Site or App is not intended for children under the age of 13. HandsOn Connect does not target this Site or App to children under 13. HandsOn Connect does not knowingly collect personally identifiable information from children under the age of 13.

Security; No Liability for Acts of Third Parties

We may employ procedural and technological security measures that are reasonably designed to help protect your personally identifiable information from loss, unauthorized access, disclosure, alteration or destruction. HandsOn Connect may use password

protection and other security measures to help prevent unauthorized access to your personally identifiable information.

Unfortunately, no data transmission over the Internet can be guaranteed 100% secure. As a result, while we strive to protect your personal information, WE CANNOT ENSURE OR WARRANT THE SECURITY OF ANY INFORMATION YOU TRANSMIT TO US, AND YOU DO SO AT YOUR OWN RISK.

Although we will use reasonable efforts to safeguard the confidentiality of your personally identifiable information (including credit card information, if applicable), transmissions made by means of the Internet cannot be made absolutely secure. We will have no liability for disclosure of information due to errors in transmission or unauthorized acts of third parties. In addition, we will release specific information about you to comply with any valid legal process such as a search warrant, subpoena, statute or court order. We will also release specific information in special cases, such as if there is an attempted breach of security or a physical threat to you or others.

Please note that if you give out personally identifiable information online, such information can be collected and used by third parties. Although we strive to protect our users' privacy, we cannot guarantee the security of information you post on this Site or App. You disclose such information at your own risk.

Users Outside of the United States

Our computer systems and some of the computer systems of our third party service providers are currently based in the United States, so your personal data will be processed by us in the United States where data protection and privacy regulations may not offer the same level of protection as in other parts of the world, such as the European Union. As a visitor from outside the United States, by using the Site or App you agree to this Privacy Policy and you consent to the transfer of all such information to the United States, which may not offer an equivalent level of protection of that required in the European Union or certain other countries, and to the processing of that information as described in this Privacy Policy.

GDPR and HandsOn Connect

On May 25, 2018, the EU General Data Protection Regulation (GDPR) will become effective. This document provides some details on the steps we have taken to comply.

For the effects of GDPR, HandsOn Connect is the processor and our clients that use our products and services, such as the App, are the controllers.

Your Choices

Right to Review and Rectify Your Personal Data.

Customers can request a history of their Account Information. For support information a customer can update most of your Account Information by logging on to your account. However, if additional assistance is required to change or delete inaccuracies within other Personal Data or would like to know what other information about you was collected, please contact us at dataprotection@handsonconnect.org.

Right to Remove or Withdraw Consent

You have the right to withdraw consent where such consent is required to share or use data and you may request that we delete your Personal Data.

If you would like to delete data from our App, please contact the HandsOn Connect customer using our App and that is holding your data, and providing the services to you.

If you receive newsletter or marketing communications from us and no longer wish to receive them, please follow the removal instructions in the email or change your account settings. You can delete your Account Information by submitting a request to the HandsOn Connect customer that holds you data. Each customer will have their own procedure. However, since your Account Information and Account History is required for us to provide the Services to you, deleting it will also terminate your access to the services. Deleting your Personal Data does not mean that all of it will be removed. We or our customer take steps to delete Personal Data is no longer necessary in relation to provide the Services by deleting it within 120 days of your terminating your account or if the account remains unused for more than one year. We may be required by law, to retain it to exercise or defend legal claims, or contractual obligations with our customers to retain some information in connection with our obligation to provide the Services. We may de-identify and anonymize some data for purposes of retaining it.

Data Portability

If you would like us to transmit your Personal Data to another company providing similar services, we will work with them to do so upon request and verification of such request with both the requestor and the company receiving the Personal Data.

Right to Redress

If you are a subject of the European Union or European Economic Area and Switzerland and you believe we have violated any data protection laws that apply to you, you have a

right to file a complaint. Please contact the Information Commissioner's Office in the United Kingdom.

Processing End User Data for Customers

Our services may involve the processing of Personal Data on behalf of our customers. When we do so, we are acting as processors for the controllers of such data. As such, we take steps to ensure that Personal Data subject to GDPR is processed in accordance with controller instructions and GDPR such as entering into a Data Processing Addendum incorporating EU Standard Contractual Clauses governing the processing, transmission and use of such End User Personal Data. If you wish to exercise your data subject rights to review, rectify, delete or port your End User Personal Data please contact the controller to make such request. If you make the request to us, we will work with the controller to process and evaluate such request to confirm whether deletion is required by GDPR.

Transnational Transfer of Data

If you are providing your Personal Data to us directly to use our Site or App, we will transmit your data, including your Personal Data, to the United States in order to fulfill our contractual obligations to you.

Data Sub-processors used by HandsOn Connect

We maintain the following list of sub-processors:

- Salesforce: Customer Relationship Management. United States.
- Microsoft Azure: Application hosting. United States.
- QuickBooks: Customer invoicing, payment processing and credit card processing. United States.
- Google Analytics: Application analytics. United States.
- Jira: Development issue tracking and reports. United States.
- Raygun: Error, Crash & Performance Monitoring For Web & Mobile Apps. United States.
- Logentries: Application Logs. United States.
- Zendesk: Customer support and documentation. United States.
- Hootsuite: Social media management. United States.
- All for Good (Points of Light): Volunteer opportunity aggregator and search. United States.
- Cabot Volunteer Rewards: Opt-in rewards program for volunteers. United States.
- Squarespace. Website host. United States.

Controllers may share your data with other sub-processors. Make sure to check with them for more information.

We and our third-party service providers may collect certain tracking information about your use of our Site and Service. For example, we collect;

- Log information (including your IP address, browser type, Internet service provider, referring and exit pages, operating system, dates/time of access, and related data)
- Information collected by cookies and tracking pixels (as discussed earlier)
- Web beacons (also called "Internet tags" or "clear gifs"; used to count visitors to our Site and which pages were viewed and links clicked)
- Embedded scripts (code temporarily downloaded onto your device to collect information about your interactions with the Service and thereafter deleted or deactivated)

Notifications and Objections

Notifications and objections can be sent to dataprotection@handsonconnect.org.

More Information

If you have any questions regarding this Privacy Policy please contact us via this form: https://www.handsonconnect.org/contact.

Third-party Access and Use

We, or our Partners, may employ independent contractors, vendors and suppliers (collectively, "Outside Contractors") to provide specific services and products related to our Site or App and the services we offer, such as hosting and maintaining our message boards or chat rooms and developing applications for our Website and e-mail services. These Outside Contractors may sometimes have limited access to information collected on our Website, including your personally identifiable information, in the course of providing products or services to us. Access to your personally identifiable information by these Outside Contractors is limited to the information reasonably necessary in order for the Outside Contractors to perform their limited function for us. We also require that these Outside Contractors (i) protect the privacy of your personally identifiable information in a manner consistent with this Privacy Policy, and (ii) not use or disclose your personally identifiable information for any purpose other than providing us with the products or services for which we contracted

DMCA Notice

If you have a copyright infringement claim regarding any materials posted on our Site or App, you are directed to file a copyright infringement notice with us by sending a written communication that includes substantially the following information (please consult your attorney or review § 512(c)(3) of the United States Copyright Act to confirm the accuracy of these requirements):

(i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

(iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.

(iv) Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.

(v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such written notice should be sent to our designated agent as follows:

DMCA Complaints

HandsOn Connect Cloud Solutions

Chief Administrative Officer

12157 W Linebaugh Ave, #332

Tampa FL 33626

Email: dataprotection@handsonconnect.org

Please also note that under § 512(f) of the United States Copyright Act, any person who knowingly makes a material misrepresentation that activities or materials are infringing a copyright may be subject to liability.

Counter-Notification

If you elect to send us a counter notice, to be effective it must be a written communication provided to our designated agent that includes substantially the following (please consult your attorney or review § 512(g)(3) of the United States Copyright Act to confirm the accuracy of these requirements):

(A) A physical or electronic signature of the user.

(B) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.

(C) A statement under penalty of perjury that the user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.

(D) The user's name, address, and telephone number, and a statement that the user consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the user's address is outside of the United States, for any judicial district in which we may be found, and that the user will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

Such written notice should be sent to our designated agent as follows:

DMCA Complaints

HandsOn Connect Cloud Solutions

Chief Administrative Officer

12157 W Linebaugh Ave, #332

Tampa FL 33626

Email: dataprotection@handsonconnect.org

Please note that under Section 512(f) of the Copyright Act, any person who knowingly makes a material misrepresentation that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

Please also be advised that it is our policy to terminate users' access to and use of this Site or App in appropriate circumstances, where such users are repeat copyright infringer
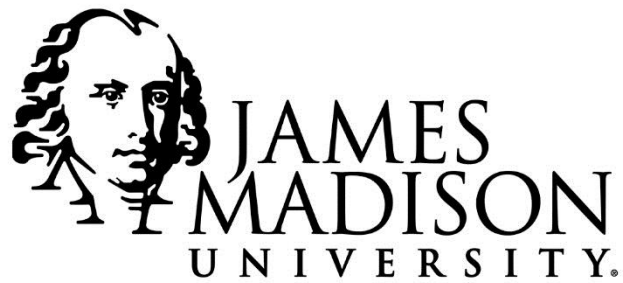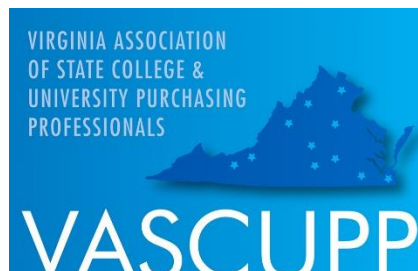
Request for Proposal

RFP# LBS-1014

Volunteer Management System

July 24, 2018

VIRGINIA ASSOCIATION
OF STATE COLLEGE &
UNIVERSITY PURCHASING
PROFESSIONALS

VASCUPP

REQUEST FOR PROPOSAL
RFP# LBS-1014

Issue Date: **7/24/18**

Title: **Volunteer Management System**

Issuing Agency: **Commonwealth of Virginia**
                         James Madison University
                         Procurement Services MSC 5720
                         752 Ott Street, Wine Price Building
                         First Floor, Suite 1023
                         Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until <u>2:00 PM on August 23, 2018</u> 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: LeeAnne Beatty Smith, Buyer Senior, Procurement Services, smith2LB@jmu.edu; 540-568-7523; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.
In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

By: _____

                                  (Signature in Ink)

_____

Name: _____

                                  (Please Print)

_____

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:
☐ YES; ☐ NO; *IF YES* ⇒⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY   ***IF MINORITY***: ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP # LBS-1014

TABLE OF CONTENTS

A. Offeror Date Sheet- **RETURN OF THIS PAGE IS REQUIRED**

B. SWaM Utilization Plan- **RETURN OF THIS PAGE IS REQUIRED**

C. Sample of Standard Contract

D. James Madison University Information Technology Services Addendum- **RETURN OF THIS PAGE IS REQUIRED**

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 volunteer 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 and 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: http://www.jmu.edu.

JMU's Constituent Engagement (CE) offices are located within the Division of University Advancement. Constituent Engagement consists of the Office of Annual Giving, Office of Alumni Relations and Office of Parent Relations whose collective primary focus is to provide meaningful engagement opportunities for over 300,000 alumni, parents, faculty, staff, students and friends and to cultivate active involvement and philanthropic investment in James Madison University.

JMU plans to publically announce the university's second comprehensive fundraising campaign in late October 2018, which is aimed at achieving participation goals of 25,000 alumni donors and 65,000 overall donors. Throughout the remainder of the campaign, there will be significant emphasis on further growing and strengthening the "Culture of Philanthropy" in the broader constituent base with volunteers as JMU's best advocates. Currently, University Advancement and the Constituent Engagement (CE) offices support 127 active volunteer boards in addition to over 300 volunteers embedded within a variety of CE-specific programs. Several volunteer groups within CE have an important focus on peer-to-peer outreach including being charged with tracking peer outreach communications and submitting contact reports, engagement, and fundraising. CE plans to expand these peer-to-peer efforts among other boards and volunteer groups across campus.

CE is refining our current volunteer infrastructure to standardize recruitment and training processes and is working to identify gaps where new technology could enhance staff and volunteer efficiencies. The current volunteer management process requires the use of several systems including Ellucian Advance, IBM Cognos and iModules, along with other resources for volunteer trainings and informational materials *(i.e. SharePoint, GoogleDocs, WebEx, etc.).* Ensuring volunteers feel prepared to serve as advocates for JMU and assist in fundraising efforts is a top priority for moving forward into the campaign's public phase.

Over the next year, CE envisions rolling out a new volunteer management system to three to five volunteer boards/groups, starting primarily with those internal to Constituent Engagement, with a goal of implementing the new process with our top 25 boards/groups over the course of the next four years. Examples of our top boards/groups include: 1) the GOLD Network board of 34 members which have identified 500+ young alumni as leadership annual giving prospects 2) 25 – 50 Corporate "Workplace" Champions with varying sizes of JMU constituents 3) the Women for Madison Executive Advisory Council with 20 – 25 members.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

The Contractor shall have available and be able to demonstrate the use and functions of the following components and/or features for a Volunteer Management System that streamlines volunteer resources including informational materials, communications, trainings, logging an individual's volunteer efforts, etc. and centralizes the volunteer management process to quickly, accurately, and clearly demonstrate the impact of volunteer efforts.

It is expected that any proposed system 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 system.

A. Peer-to-Peer Fundraising

1. JMU Volunteer-User Functionality- Respond to each of the following and describe *in detail* the proposed system's ability to provide the following volunteer user functionality:

   a. Volunteer access to training materials and toolkits; access to pre-defined self-training workflows/functionality.

   b. Communication between volunteers within/through the system.

   c. Ability for volunteers to push out their own messaging directly from the system utilizing branded templates; ability to share on social media.

   d. Create/Maintain/Edit individual volunteer account data:

      i. View volunteer opportunities and select interest areas; ability to self-select personal interests.

      ii. View personal volunteer actions/tasks, including current and historical.

      iii. View personal volunteer service history, both summary and in detail.

   e. Back-end management for volunteer user:

      i. Log volunteers hours into the system and submit log of volunteer activities.

ii. View aggregated progress of affiliated volunteer group/board(s) toward overall goals.

iii. Run/Share reports.

iv. View personal task list and track progress toward task completion.

v. View peer-to-peer fundraising assignments and submit contact reports per individual.

vi. Create, view and/or update contact information of prospects.

vii. View assigned prospect giving history, event attendance and/or volunteer history.

viii. Log verbal pledge commitment made by assigned individual prospects.

2. JMU Administrator Functionality- Respond to each of the following and describe *in detail* the proposed system's ability to provides the following administrator functionality:

a. Track/View all volunteer tasks/actions performed within the system.

b. Assign tasks to an individual volunteer and/or volunteer board/group(s).

c. Track the effectiveness of an individual volunteer or volunteer board/group(s) in completing assigned tasks.

d. Communicate with volunteer(s) and/or volunteer board/group(s) within/through the system.

e. Assign different roles, rights, and/or titles to various volunteers within a board/group

   i. Standardize role/right/title assignments across select board/group(s).

f. Edit/Manage individual volunteer assignment portfolios in real-time.

g. Run reporting on individual and/or board/group(s) regarding volunteer activities, such as contact reports entered, communications sent, people in portfolio taking an action *(i.e. attending an event, making a gift, etc.).*

h. Manage selection process used to select volunteers; including term length for volunteers.

i. Define a reporting structure for a volunteer board/group.

   i. Automated reporting where each volunteer automatically gets sent a consistent individual update on his/her portfolio progress.

   ii. Quick identification of who still needs to give/register for an event.

iii. Overall updates based on set goals, etc.

j. Access individual volunteer data:

   i. Identify if volunteer has potential leadership qualities and/or if you would use that volunteer again.

   ii. Show volunteer opportunities in which an individual has expressed interest.

   iii. Show all individuals associated with an activity including past, current, and those expressing interest *(for recruitment purposes).*

   iv. View personal volunteer actions/tasks, including current and historical.

   v. View personal volunteer service history, both summary and in detail.

   vi. View task list by staff, by volunteers, and by unit or department.

k. Back-end management for board/group administrator/manager:

   i. Assign goals to volunteer board/group(s).

   ii. View volunteer progress toward goals to include an aggregated view of specific affinity or volunteer board/group(s).

   iii. Track volunteer hours in the system.

   iv. Rate volunteer's performance.

   v. Maintain start and end date of volunteer terms.

   vi. Create permissions for volunteers to access data easily and safely.

   vii. Make updates to volunteer board/group(s) assignments.

   viii. Assign JMU staff to manage specific volunteer(s) and/or board/group(s).

B. <u>Engagement Management</u>

1. <u>JMU Volunteer-User Functionality-</u> Respond to each of the following and describe *in detail* the proposed system's ability to provide the following volunteer user functionality:

   a. Volunteer access to training materials and toolkits; access to pre-defined self-training workflows/functionality.

   b. Ability for volunteer to self-report activity on board activities and participation in engagement activities *(i.e. serving as an on-campus speaker or hosting an admissions reception or first-year student sendoff event).*

c. Communication between volunteers directly within/through the system.

d. Ability for volunteers to push out their own messaging directly from the system utilizing branded templates; ability to share on Social media.

e. View peer-to-peer fundraising assignments and submit contact reports per individual.

f. Create/Maintain/Edit individual volunteer account data:

    i. View volunteer opportunities and select interest areas; ability to self-select personal interests.

    ii. View personal volunteer actions/tasks, including current and historical.

    iii. View personal volunteer service history, both summary and in detail.

2. JMU Administrator Functionality: Respond to each of the following and describe *in detail* the proposed system's ability to provides the following administrator functionality:

a. Track/View all volunteer tasks/actions performed within the system.

b. Communicate with volunteer(s) and/or volunteer board/group(s) within/through the system.

c. Ability for board administrators/managers to confirm volunteer's self-reported board and engagement activities *(i.e. speakers on campus)*.

d. Assign different roles, rights, and/or titles to various volunteers within a board/group

    i. Standardize role/right/title assignments across select board/group(s).

e. Manage volunteer portfolio by make assignments and syncing giving, event and/or volunteer history to assignments.

f. Run reporting on both an individual and board/group(s) volunteer activities, such as contact reports entered, communications sent, people in portfolio taking an action *(i.e. attending an event, making a gift, etc.)*.

g. Manage selection process used to select volunteers; including term length for volunteers.

h. Define a reporting structure for a volunteer board/group.

    i. Automated reporting where each volunteer automatically gets sent a consistent individual update on his/her portfolio progress

    ii. Quick identification of who still needs to give/register for an event

  iii. Overall updates based on set goals, etc.

 i. Back-end management for board/group administrator/manager:

  i. Assign goals to volunteer board/group(s).

  ii. View volunteer progress toward goals to include an aggregated view of specific affinity or volunteer board/group(s).

  iii. Track volunteer hours in the system.

  iv. Rate volunteer's performance.

  v. Maintain start and end date of volunteer terms.

  vi. Create permissions for volunteers to access data easily and safely.

  vii. Make updates to volunteer board/group(s) assignments.

  viii. Assign JMU staff to manage specific volunteer(s) and/or board/group(s).

  ix. Access dashboard view that can display an individual and which boards/activities that individual is involved in.

C. Information Technology

1. Application Technology:

 a. Describe the application security features for data, for each module, and for the system.

 b. Describe all row-level security options as well as any field-level encryption available.

 c. Define what *modifiable*, *customizable* and *configurable* mean for your application.

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

2. Reporting:

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

 b. Describe all reporting tools supported and how they integrate with the product. Specify if application licensing includes these tools.

 c. Provide a list of all reports delivered as part of the base product including a short description of each. Include a sample of several reports for review.

 d. Describe reporting output formats available.

 e. Share if available, database Enterprise Relationship Diagram (ERD).

3. Services:

    a. Describe training options and include a catalog of training offerings *(specify any associated cost in Section X. Pricing Schedule).* Response should include differentiation between technical staff and end-user training.

4. General:

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

    b. 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 https://www.vadsa.org/watg/).*

5. Technical:

    a. Provide a detailed diagram of the architecture/technical environment proposed for the system. Describe each component, the software running on it, and its purpose. List all communications between components including the protocols, ports, direction, third parties, and whether the communications are encrypted.

    b. Describe the toolset from which your application is derived.

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

    d. Describe any changes to default browser or client security settings.

    e. Describe any functionality loss, installation or upgrade problems, or other difficulties if client applications are run using a standard client user account *(non-administrator).*

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

    g. Describe support for integration with JMU's existing systems listed in the background statement including availability of APIs, toolkits for creating connectors, available services, etc. Provide a full list of application connectors. Describe any other methods of integration supported. *(Specify all associated cost in Section X Pricing Schedule).*

    h. Describe business relationships and support for integration with Constituent Relationship Management (CRM) systems to include, but not limited to, Blackbaud, Salesforce, and Ellucian.

    i. Describe the system enhancements in development that are scheduled for release in the next twelve months.

6. Security:

   a. Describe any communications that are not cryptographically protected *(e.g. non-https, non-ldaps, non-ftps).*

   b. Describe all authentication and authorization processes and options both end-user and among component interfaces. Include interoperability with external authentication and authorization sources *(e.g. directories, federations, SSO, two-factor authentication).* Include all pertinent documentation describing interfaces and configuration options.

7. Maintenance: 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.

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

   b. 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.

   c. Describe any maintenance options/tiers and whether they vary by time of day, response time, etc. *(Specify any associated cost in Section X. Pricing Schedule).*

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

   e. 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.)*

   f. Describe if and how your product impacts our ability to apply security updates in a timely manner to underlying or supporting products *(e.g. Windows, Linux, Java, Oracle, MS Office, Web server).* Timely is defined as no later than 30 days from the time of vendor release.

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

8. On-premise Application *(if there is no on-premise option, do not complete):*

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

   b. Describe supported server OS, hardware and/or virtualized platforms. If virtualization is supported, specify the virtualization technologies that are supported including which components can be virtualized.

   c. Describe support for load balancing and system failover including any and all vendor specific preferences. Include any vendor specific configuration guides.

d. Describe how scalability is accomplished as the criticality of the system(s) and number of users increase.

e. Describe the system capabilities and options for the backup and restoration of the system components *(example: database).*

9. Hosted Applications *(if there is no hosted option, do not complete):* 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.

a. Provide a list of service outage incidents, security breaches, and application security vulnerabilities fixed over the past year.

b. Provide a description and evidence of the security used in your facilities to assure the confidentiality, integrity, and availability of JMU data and services. Include:

   i. Employee and partner vetting processes

   ii. Physical, network, and system access controls

   iii. Process to apply security updates in a timely manner.

   iv. Internal/external vulnerability testing including network scanning, penetration testing, web application testing, code review, audits, and which, if any will be made available to JMU.

c. *Ongoing attack and integrity monitoring methods.* Provide your policy and process for notifying JMU of security breaches in your environment.

d. Describe the architecture of the proposed solution indicating where and how JMU will either share resources with other customers or be isolated from them.

e. 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.

f. Describe vendor and partner practices related to moving and copying data.

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

h. Describe any exit strategies you offer.

i. Describe your approach to backups and disaster recovery. Indicate whether backups can be stored at JMU and if so, how it would be accomplished.

10. Privacy

a. Provide your privacy statement and that of any partners involved in providing your proposed solution.

b. Describe any user and/or activity information collected automatically or directly through inquiry or consent forms sent directly to you or other parties outside of the

application system, whether the information collected is personally identifiable, for what purpose(s) it is collected and how long it is retained.

c. Describe the specific means used to collect such information *(via cookies, web bugs, etc.)*

d. Describe how information is stored and kept secure.

e. Specify whether you share the user and/or activity information with other parties. If information is shared with other parties, specifically identify who these parties are and respond to Items i. through iii. for each.

    i. Identify the type/specific information being shared with a third party or collected directly by them about your offering, whether the information collected is personally identifiable, how/for what purpose(s) it is collected and how long it is retained.

    ii. Describe the specific means used to collect such information *(via forms, cookies, web bugs, etc.)*

    iii. Describe how this information is stored and kept secure.

f. Specify whether your offering includes ingesting or connecting to personally identifiable transactions or other records from third parties. If so, please respond to i-iii below:

    i. Identify the type/specific information being collected/ingested through a third party or collected directly by them in connection with your offering, whether the information collected is personally identifiable, how/for what purpose(s) it is collected and how long it is retained.

    ii. Describe the specific means used to collect such information (via forms, cookies, web bugs, etc.)

    iii. Describe how this information is stored and kept secure.

V.   PROPOSAL PREPARATION AND SUBMISSION

A. <u>GENERAL INSTRUCTIONS</u>

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** <u>and</u> **seven (7) 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 all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information form this redacted copy.

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

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation

a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror' proposal.

e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

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

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.

2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.

3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

4. Offeror Data Sheet, included as *Attachment A* to this RFP.

5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of $100,000 unless no subcontracting opportunities exist.

6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

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

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

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

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

5. Cost

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

B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly

qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

A. <u>PURCHASING MANUAL</u>: 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. <u>APPLICABLE LAWS AND COURTS</u>: 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. <u>ANTI-DISCRIMINATION</u>: 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. <u>ETHICS IN PUBLIC CONTRACTING</u>: 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. <u>IMMIGRATION REFORM AND CONTROL ACT OF 1986</u>: 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. <u>DEBARMENT STATUS</u>: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. <u>ANTITRUST</u>: 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. <u>MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs</u>: 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. <u>CLARIFICATION OF TERMS</u>: 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. <u>PAYMENT</u>:

1. To Prime Contractor:

   a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at http://www.jmu.edu/procurement*).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a 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. <u>PRECENDENCE OF TERMS</u>: 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. <u>QUALIFICATIONS OF OFFERORS</u>: 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. <u>TESTING AND INSPECTION</u>: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. <u>ASSIGNMENT OF CONTRACT</u>: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. <u>CHANGES TO THE CONTRACT</u>: 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. <u>DEFAULT</u>: 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. <u>INSURANCE</u>: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with§ 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at http://www.jmu.edu/procurement) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability: $100,000

3. Commercial General Liability: $1,000,000 per occurrence and $2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability: $1,000,000 combined single limit. (*Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must*

assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

R. <u>ANNOUNCEMENT OF AWARD</u>: 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. <u>DRUG-FREE WORKPLACE</u>: 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. <u>NONDISCRIMINATION OF CONTRACTORS</u>: An 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 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. <u>eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS</u>: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:

   a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at $500 per order.

   b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at $1,500 per order.

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

3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

T. 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.

U. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.

V. 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.

W. 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:

Name of Offeror	Due Date	Time

Street or Box No.   RFP #

City, State, Zip Code   RFP Title

Name of Purchasing Officer:

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

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

D. <u>LATE PROPOSALS</u>: 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. <u>UNDERSTANDING OF REQUIREMENTS</u>: 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. <u>RENEWAL OF CONTRACT</u>: 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. <u>SUBMISSION OF INVOICES</u>: 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. <u>OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS</u>: 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. <u>COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES</u>: 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. <u>SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE</u>:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract

to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807**. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

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

K. <u>AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH</u>: 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.

L. <u>PUBLIC POSTING OF COOPERATIVE CONTRACTS:</u> 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.

M. <u>CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY</u>: 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.

N. <u>INDEMNIFICATION</u>: 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.

O. <u>ADDITIONAL GOODS AND SERVICES</u>: 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.

P. <u>ADVERTISING</u>: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.

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

R. <u>SUBCONTRACTS</u>: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some

part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

S. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students, and affiliates will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. This shall include FTI, which is a term of art and consists of federal tax returns and return information *(and information derived from it)* that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code *(IRC)* and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as sensitive but unclassified information and may contain personally identifiable information *(PII)*. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

T. 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:

1. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
2. 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;

3. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and

4. 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.*

U. <u>EXCESSIVE DOWNTIME:</u>   Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of in operability. The period of in operability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than two (2) consecutive calendar days, the contractor shall promptly replace the equipment or software at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within two (2) days following the request for replacement.

V. <u>LATEST SOFTWARE VERSION:</u> Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.

W. <u>SOFTWARE UPGRADES:</u> 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.

X. <u>SOURCE CODE:</u> 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.

Y. <u>THIRD PARTY ACQUISITION OF SOFTWARE:</u> The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.

Z. <u>TITLE TO SOFTWARE:</u> By submitting a bid or proposal, the bidder or offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

AA. <u>WARRANTY AGAINST SHUTDOWN DEVICES:</u> The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

BB. <u>RENEWAL OF MAINTENACE:</u> 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.

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/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: James Madison University Information Technology Security Addendum

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

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

    Years_____ Months_____

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #

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

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

ATTACHMENT B

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

Offeror Name: _____ **Preparer Name:** _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

   If yes, certification number: _____ Certification date:_____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

   If yes, certification number: _____ Certification date:_____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

   If yes, certification number: _____ Certification date:_____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

   If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than $3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at http://www.sbsd.virginia.gov/ (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____   Date Form Completed:_____

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

Offeror / Proposer:

_____   _____   _____
Firm   Address   Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

JAMES MADISON UNIVERSITY.

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:_____   By:_____
              (Signature)   (Signature)

_____   _____
           (Printed Name)   (Printed Name)

Title:_____   Title:_____

ATTACHMENT D
James Madison University
Information Technology Services Addendum

CONTRACTOR NAME: _____

PRODUCT/SOLUTION: _____

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

1. **Rights and License in and to University Data:** The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use the data as provided in the Agreement solely for the purpose of performing its obligations hereunder.

2. **Nonvisual Access To Technology:** All information technology which, pursuant to the 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. 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. Compliance may be determined by the degree to which the product meets the recommendations described in the VPAT (Voluntary Product Accessibility Template) and/or WCAG 2.0 Level AA guidelines.

3. **Data Privacy:**
   a. Contractor will use University Data only for the purpose of fulfilling its duties under the Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by the Agreement or as otherwise required by law.
   b. University Data will not be stored outside the United States without prior written consent from the University.
   c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under the Agreement. The Contractor will ensure that the Contractor's employees, and subcontractors when applicable, who perform work under the Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Agreement.

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

4. **Data Security:**
   a. Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
   b. Contractor will store and process University Data in a secure site and will provide a SAS 70, SAS 70 Type II, SSAE 16, or SOC 2, or other security report deemed sufficient by the University, from a third party reviewer along with annual updated security reports. If the Contractor is using a third-party cloud hosting company such as AWS, Rackspace, etc., the Contractor will obtain the security audit report from their hosting company and give the results to the University. The University should not have to request the report directly from the hosting company, or sign a nondisclosure agreement to receive it.
   c. Contractor will use industry-standards and up-to-date security tools, technologies and practices such as network firewalls, anti-virus, vulnerability scans, system logging, intrusion detection, 24x7 system monitoring and third-party penetration testing in providing services under the Agreement.
   d. Without limiting the foregoing, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at AES 256 of stronger.

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

6. **Employee Qualifications:**
   a. Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Agreement including but not limited to all terms relating to data and intellectual property protection.

7. **Security Breach:**
   a. Response. Immediately (within one day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
   b. Liability. In addition to any other remedies available to the University under law or equity, when applicable to the type of services being provided, Contractor will pay for or reimburse the University in full for all

costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach. Contractor agrees to indemnify, hold harmless and defend the University from and against any and all claims, damages, or other harm related to such Security Breach.

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

9. **Data Transfer Upon Termination or Expiration:**
   a. Contractor's obligations to protect University Data shall survive termination of the Agreement until all University Data has been returned or Securely Destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.
   b. Upon termination or expiration of the Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 30 days of termination of the Agreement. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
   c. In the event that the University requests destruction of its data, Contractor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University and to complete any required Commonwealth of Virginia documentation regarding the destruction of University Data.
   d. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

10. **Audits:**
    a. The University reserves the right in its sole discretion to perform audits of Contractor at no additional cost to the University to ensure compliance with the terms of the Agreement. Contractor shall reasonably

cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.

b. If Contractor must under the agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, Contractor will at its expense conduct or have conducted at least annually a(n):

    i. American Institute of CPAs Service Organization Controls (SOC) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests to Contractor's security policies, procedures and controls. Contractor shall also submit such documentation for any third-party cloud hosting provider(s) they may use (e.g. AWS, Rackspace, Azure, etc.) and for all subservice provider(s) or business partners relevant to this contract. Contractor shall also provide James Madison University with a designated point of contact for the SOC report(s) and risks related to the contract. This person shall address issues raised in the SOC report(s) of the Contractor and its relevant providers and partners, and respond to any follow up questions posed by the university in relation to technology systems, infrastructure, or information security concerns related to the contract. All documentation shall be provided free of charge and submitted to IT-Assessments@jmu.edu. The Contractor shall provide the SOC II report(s) and other necessary documentation annually 90 days prior to the contract anniversary date. The University should not have to request the SOC II reports or other assessment documents or sign a nondisclosure agreement.

    ii. vulnerability scan, performed by a scanner approved by the University, of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement; and

    iii. formal penetration test, performed by a process and qualified personnel approved by the University, of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement.

c. Additionally, Contractor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Agreement.

11. **Compliance:**

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

b. Contractor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Contractor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA).

12. **No End User Agreements:** Any agreements or understandings, whether electronic, click through, verbal or in writing, between Contractor and University employees or other end users under the Agreement that conflict with the terms of the Agreement, including but not limited to this Addendum, shall not be valid or binding on the University or any such end users.

To the extent allowed by Virginia law, James Madison University will keep any information provided in a security audit report confidential to protect the integrity of the Contractor.

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

JAMES MADISON UNIVERSITY	**CONTRACTOR**
SIGNATURE: _____	SIGNATURE: _____
PRINTED NAME: _____	PRINTED NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

RETURN OF THIS SIGNED DOCUMENT IS REQUIRED