JAMES MADISON UNIVERSITY

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. **UCPJMU5766**

This contract entered into this 14th day of May 2020, by VX Sport LLC. hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From: May 18, 2020 through May 17, 2021 with 4 one-year renewal options.

The contract documents shall consist of:

(1) This signed form;

(2) The following portions of the Request for Proposal JGM-1073 Athletic Wearable Technology dated January 28, 2020:
- (a) The Statement of Needs,
- (b) The General Terms and Conditions,
- (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (d) Addendum No. One dated January 30, 2020
  Addendum No. Two dated February 14, 2020
  Addendum No. Three dated February 18, 2020

(3) The Contractor's Proposal dated February 18, 2020 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
- (a) Negotiations Summary, dated March 26, 2020.
- (b) Commonwealth of Virginia Agency Contract Form Addendum To Contractors Form, dated February 18, 2020, which shall govern in event of conflict
- (c) Information Technology Services Addendum, dated February 18, 2020

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

CONTRACTOR:

By: _____
(Signature)

Richard Snow
(Printed Name)

Title: Managing Director
VX Sport LLC

PURCHASING AGENCY:

By: _____
(Signature)

Garrett Morris
(Printed Name)

Title: Buyer Senior

JAMES MADISON UNIVERSITY

RFP # JGM-1073 Athletic Wearable Technology
Negotiation Summary for VX Sport

03/26/2020

1. Contractor's pricing for James Madison University is as follows:

VX Sport Pricing Schedule for James Madison University		
	Description	**Unit Price**
	Athlete Monitor - Download Only. Unit without vest, HR, software	
	VX175 - Outdoor Tracking Only	$ 349.00
	VX195 - Outdoor Tracking and Basic Indoor Tracking	$ 449.00
	VX205 - Outdoor and Indoor Tracking incl Jumps and Body Impact Recording	$ 549.00
	VX435 - Research Grade Unit, Outdoor and Indoor Tracking incl Jumps and Body Impact Recording, Full Sensor Data Exports,Force and Step Reports	$ 749.00
	Athlete Monitor - Realtime - VX Live. Unit without vest, HR, software	
	VX315 - VX Live Unit - Outdoor and Indoor Tracking incl Jumps and Body Impact Recording	$ 649.00
	VX550 - Research Grade VX Live Unit, Outdoor and Indoor Tracking incl Jumps and Body Impact Recording, Full Sensor Data Exports,Force and Step Reports	$ 899.00
	VXM2 Base Station - for realtime system (one required per 40 live units)	$ 1,100.00
	Suunto HR transmitter Bluetooth & ANT	$ 55.00
	VX Smart-Vest (with pockets for VX unit & HR sensor):	$ 68.00
	VX LITE-Vest (Single Layer with pockets for VX unit) ***(NOT SUITABLE FOR HR SENSOR)***	$ 30.00
	20 port USB Charging Case - VXCC20	$ 749.00
	40 port USB Charging Case - VXCC40	$ 1,200.00
	SOFTWARE - Per Unit Per Year	
	OPTION 1: VX Cloud-Lite (VX Lite): NON LIVE UNITS ONLY 1 install; 3 teams; 150 athletes	$ 60.00
	OPTION 2: Standard (VX View PRO Suite): 1 install; 3 teams; 150 athletes	$ 100.00
	OPTION 3: VX Cloud (VX View Suite + VX Cloud): 1 install; 3 teams; 150 athletes	$ 150.00
	Extra software seat - one off cost per team; or increase database for more than standard team/athletes limit.	$ 950.00
	SOFTWARE SUPPORT - MANDATORY - per TEAM yearly:	
	BASIC SOFTWARE SUPPORT - 10 hours remote sports science desk	$ 500.00
	1 day on site training (USA) - inclusive of travel, etc	$ 2,000.00
	Freight - MANDATORY (Charge Per Shipment)	$ 200.00
	Credit Card Processing Fee (If Applicable)	2%

VXSPORT™ performance you can see www.vxsport.com

a. Contractor shall provide the following support plan options

VX Sport™ Basic Software Support $500 Per Team Per Year

Return to base 3-year warranty. Max 10 business days hardware fault diagnosis. Max 5 business day software fault diagnosis. 10 Hours Remote Support

VX Sport Software Support - $500 for every additional 10 hours

Platinum - 25% of product list	**Gold -** 15% of product list	**Silver -** 10% of product list
3-year warranty.	3-year warranty.	Return to base 3-year warranty.
Replacement units supplied and held by client	Replacement unit shipped on logging of call.	Replacement unit shipped on receipt of faulty unit.
1 business days hardware fault diagnosis.	2 business days hardware fault diagnosis.	5 business days hardware fault diagnosis.
1 business day software fault diagnosis.	2 business day software fault diagnosis.	5 business day software fault diagnosis.
Technical support – included	Technical support – included.	Technical support – included.

b. At the end of the 3-year warranty, University shall have the option to refurbish any units at a cost of $150 per unit.

c. For the term of the agreement between VX Sport and James Madison University, the University will receive all updates and upgrades to system and software at no additional cost. This includes all upgrades to Cloud based technology.

d. Importing and or transferring data into the VX Sport Could System either automated or manual imports done by Contractor shall be included without additional costs to the University.

2. The University will issue a purchase order based on the quote provided in accordance with terms outlined in this contract. No additional agreements, order forms, or signatures will be required from Contractor.

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

4. University shall own all its data related to this contract. Contractor shall not share student athlete's data under any circumstance.

5. Contractor shall take full responsibility for the maintenance and support of the VX Cloud platform. If any technical work/issues arise in relation to/with Microsoft Azure, those issues will be resolved solely between VX Sport and Microsoft Azure.

6. Any and all issues that arise with VX Cloud shall be dealt with by the VX Sport support team immediately, upon notice from the University. The VX Sport design and support team shall plan, develop, manage, and support hardware, firmware, PC Software and cloud as a single integrated environment.

7. The VX Sport system shall be able to provide the user metric, user data, cloud data, and team data outlined in *Attachment A Metrics/Data* as a minimum throughout the duration of contract.

Attachment A: Metrics/Data

User Metrics	User Data	Cloud Only Data	Team Data
Duration	Last Name	Wellness Questionate (Customisable by Coach	Team Name
Distance	First Name	Muscle Soreness	Sport Type
HRAvg	Date of Birth	Soreness - UB	Coach
HRMax	Gender	Soreness - LB	S&C Coach
SpeedDuration	Home Phone	Sleep Quality	
SpeedAvg	Cell Phone	Energy Level	
SpeedMax	Height	Hydration Levels	
HRDurations	Weight	Stress Level	
EnergyConsumption	Activity Level	Sickness	
SprintCount	VO2 Max	Motivation Level	
VO2Max	Position	Mood	
WRR	Positional Group	Injury	
TotalLoad		Fatigue	
DistanceRateAvg		Appetite	
MetabolicEnergyCost		Overall Feeling	
MetabolicEnergyCostJPerKGPerMtr		RPE-Rate of Perceived Exertion	
MetabolicEquivalentDistance			
MetabolicPowerPeak			
EquivalentDistanceIndex			
MaxJumpHeight			
JumpRatePerMin			
JumpCount			
CollisionTotal			
MaxCollisionRate			
AvgCollisionRate			
CollisionRatePerMin			
HiIntensityDistancePerc			
HiIntensityEffort			
HiIntensityEffortRatePerMin			
HiIntensitySpeedDuration			
HiIntensityHRDuration			
HiIntensitySpeedDistance			
HiIntensityHRDistance			
HiIntensitySpeedSprint			
HiIntensityHRSprint			
HiIntensityAccelSprints			
HiIntensityDecelSprints			
AvgSpeedPerc			
MasSpeedDistance			
MasSpeedDuration			
MasSpeedAccelSprint			
MasSpeedDecelSprint			
MaxSpeedPerc			
AvgHRPerc			
MaxHRPerc			
SpeedAvgByHRZone1			
SpeedAvgByHRZone2			
SpeedAvgByHRZone3			
SpeedAvgByHRZone4			
SpeedAvgByHRZone5			
SpeedAvgByHRZoneAll			
SpeedMaxByHRZone1			
SpeedMaxByHRZone2			
SpeedMaxByHRZone3			

SpeedMaxByHRZone4
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HRAvgByHRZoneAll
HRMaxByHRZone1
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HRMaxByHRZoneAll
EnergyConsumptionByHRZone1
EnergyConsumptionByHRZone2
EnergyConsumptionByHRZone3
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EnergyConsumptionByHRZoneAll
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WorkRecoveryRatioByHRZoneAll
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SprintFrequencyByHRZ5
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SprintDurationTotalBySprintZone5
SprintDurationTotalBySprintZoneAll
High Met Power Distance
Very-High Met Power Distance
High Met Power Distance Rate
Very-High Met Power Distance Rate
HighIntensitySprintDistance

RFP# CMJ-1062

Issue Date:	**January 8, 2020**
Title:	**Athletic Wearable Technology**
Issuing Agency:	**Commonwealth of Virginia** **James Madison University** **Procurement Services MSC 5720** **752 Ott Street, Wine Price Building** **First Floor, Suite 1023** **Harrisonburg, VA 22807**

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on February 18, 2020 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: Garrett Morris, Buyer Senior, Procurement Services, morrisjg@jmu.edu ; 540-568-4501; (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:
VX Sport LLC
C/- 1251 NW Briarcliff Pkwy - Suite 100
Kansas City, MO 64116-1776

By: [signature] *(Signature in Ink)*
Name: Steve Gisselman *(Please Print)*

Date: Feb 18, 2020
Title: US Customer Education Manager
Web Address: www.VXSport.com
Phone: +1-919-360-1173
Email: steveg@VXSport.com
Fax #: none

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 [initial] #2 [initial] #3____ #4____ #5____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:
YES; X 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.

Rev. 2/7/19

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Section IV. Statement of Needs

B. Product Functionality

B1. Describe measurable performance data that is tracked:

The VX Sport™ system features the most robust set of metrics on the market, with over 350 metrics available post download, and 20 metrics live. These range from speed and distance data via GPS and IMU measurements, through to cutting edge heart rate measurements via our custom designed SmartVests. A sample of the metrics recorded include:

- Speed (Outdoor and Indoor)
- Distance (Outdoor and Indoor)
- Distance Rate (Outdoor and Indoor)
- Metabolic Power Metrics
- Sprints
- Acceleration
- Deceleration
- Work: Recovery Ratios
- Leg Forces (Outdoor and Indoor)
- Step Imbalance (Outdoor and Indoor)
- Heart Rate bpm (Outdoor and Indoor)
- Heart Rate Variability (Outdoor and Indoor)
- TRIMP (Outdoor and Indoor)
- Collisions (Outdoor and Indoor)
- Jumps (Outdoor and Indoor)
- Energy Consumption (Outdoor and Indoor)

We also offer a custom Training Companion module that allows users to build their own "Training Load" score from over 20 metrics. Users can set custom benchmarks and weightings for their metrics, tailored to suit their team's needs.

The majority of our VX Live™ Metrics are available via VX Live-Stream™, allowing multiple users to access data at the same time on any device – with desktop, mobile and tablet views available.

For a full list of metrics, please see our glossary: https://support.vxsport.com/hc/en-us/articles/115006458148-VX-Sport-Metric-Glossary

B2. Describe ability to provide individual and team dashboards with customizable alerts and custom reporting on different performance metrics (list).

The VX Sport™ system is extremely customizable to suit the needs of our customers. All of our benchmarks are able to be set on a per athlete basis, including Speed, Heart Rate, Sprint, Acceleration and Metabolic Power benchmarks. When combined with our Summary Report and Training Report, this allows users to see reports with data tailored to each specific athlete.

Our Training Companion software allows users to set custom alert thresholds for RPE, Wellness and TSB values, as well as customize acute and chronic training periods. These can be seen on the main dashboard via a traffic light system, with at risk athletes appearing red, so trainers can easily take appropriate action.

B3. Describe the system's ability to flag or provide warnings to users.

As described above, the VX Sport™ Training Companion is able to flag athletes if they are over certain user customizable thresholds – namely Training Stress Balance, Wellness Score and RPE.

The VX Sport™ software shows users the Top 2, Middle 4 and Bottom 2 athletes for each day on the dashboard, allowing coaches to easily spot outliers.

In Live tracking scenarios, the VX system is well equipped to provide practitioners with quick, actionable feedback. Inside VX Live™, coaches can see via colored tiles when an athlete is entering different speed and heart rate zones, making it easy to see when an athlete is reaching thresholds above what the user has planned for.

In VX Live-Stream™, the user has the ability to set up custom progress metrics and benchmarks, which can then be seen inside the VX Live-Stream™ Progress view, with metrics changing color as the athlete gets closer to, and above the prescribed benchmark for a metric. If the athlete hits over 100% of their prescribed load, their whole row will highlight red.

B4. Describe how system tracks and records the athlete and or team training loads

B4. A) Internal Loads:

The VX Sport™ system is able to accurately track Heart Rate data via the use of our custom SmartVest, of which we have gone through many iterations to come up with our current design. Athletes find these much more comfortable to wear than a traditional heart rate strap, and we see fantastic heart rate data when using these.

Athletes are also able to fill out RPE and Wellness questionnaires via the VX Cloud™ add on. Later in 2020, we will be adding more robust RPE tracking with sRPE, coach RPE and multiple RPE scores in a day being able to be recorded.

B4. B) External Loads:

VX Sport™ provides a range of metrics that can help a user track external loads. Metrics such as Distance, Accelerations/Decelerations, Jumps and Body Impact events are all good indicators of the stress an athlete's body has been under. The VX Sport™ Training Companion makes it easy to track Training Loads over time and allows the user to fully customise the make up of their Training Load score. In addition, we also have a predefined set of default benchmarks, making it easy to get started tracking Training Load and TSB right away.

B5. Describe the sharing of Athletes data.

All data and core file management are centered on the user's PC and VX View™ software. This is the main repository of all downloaded athlete files. Files can be emailed to other VX Sport™ users who have a VX View™ system, and users can import files (i.e. those shared via email) into their own VX Sport™ installation.

With the VX Cloud™ option the data can be shared by several users simultaneously and accessed via any web browser.

Users with a VX Cloud™ account can also download the VX Sport™ Training Companion on a Windows PC. This allows them to access any data they have available to them in VX Cloud via the Training Companion, enabling them to view Training Load scores, calculate TSB and produce printable reports.

Users can share data via exports to Smartabase, Coach Me+, CSV and more, making the data extremely portable.

B6. Describe the system's ability to have multiple users (sports medicine, coaches, athletes).

The VX Sport™ system supports multiple users in a variety of ways.

- Multiple coaches/trainers can be added to VX Cloud™ to access summary data via any web browser.
- The VX Sport™ Training Companion also supports login via VX Cloud™
- Users have the option to purchase additional licenses for the VX Sport™ software, allowing them to install on multiple computers.
- Via export as above, either the full raw data set from a file, or via summary data.

B7. Describe any communication options provided in the system (i.e. phone/text/email) including log and regulation warning functionality provided.

VX Sport™ communication options include, subscription expiry, software renewal and setup instructions and product update newsletters via email. Password reset and authentication emails for VX Cloud™ are also sent for athletes and coaches.

In addition, VX Live-Stream™ and VX Cloud™ data is able to be viewed on any phone or tablet via web browser.

B8. Describe the ability to export data, create reports, and send reports. Specify the types of reports included. Specify all file formats available for data export and reports. Describe any limitations on type of information that can be shared.

Exports/Reports that are able to be produced from the VX Sport™ system are as follows

Full File Data Export

- CSV
    - Speed
    - Longitude
    - Latitude
    - X Accelerometer
    - Y Accelerometer
    - Z Accelerometer
    - X Magnetometer
    - Y Magnetometer
    - Z Magnetometer
    - X Gyroscope
    - Y Gyroscope
    - Z Gyroscope
- Sportscode
- Prozone Kinetic

Summary Data Export

- Smartabase
- OneTap
- Training Report CSV
- Coach Me+
- Athlete Monitoring

Printable Reports

- Summary Report
- Training Report
- Track Report
- Field Report
- Location Report
- Training Companion Single Day Report

Other:

- Metric Event Export

Limitations on data sharing (from VX Sport's Terms and Conditions):

Data usage shall be restricted to the internal use within sports teams, universities, and companies, for monitoring physical performance.

Universities and not-for-profit research institutes are free to publish research data (gathered using VX Sport™ equipment) in academic journals, without any restrictions.

Data being shared with any 3rd party (apart from non-commercial academic research) is outside the normal terms of use and a separate agreement shall be formed with VX Sport upon request. As an example, such use pertains to VX Sport™ hardware and software being used for media, broadcast and advertising.

VX Sport™ can offer separate licencing of commercial publication or broadcast of data, outside of the terms of this Agreement and under a separate negotiated fees and cost agreement.

B9. Describe how the system is accessed. Describe the system's mobile application and the functionality that exists with the mobile application and the mobile platforms supported. Describe how the mobile application is deployed (Google, Apple, etc.)

Most users access the core VX View™ software on a PC (or a Mac running in a virtualized environment e.g. BootCamp). A range of Cloud options are available including VX Cloud and VX Live-Stream. These can be accessed via any web browser, either on desktop PC, mobile or tablet. Our mobile functionality does not require an app, as our website has been designed to be fully responsive for mobile devices.

B10. Describe Offeror's experience in providing the proposed goods/software/resources to higher education institutions.

Since launching our first generation in early 2009, we have sold to many universities and sports institutes as well as pro sport teams. In the USA we have approximately 45 higher education institutions, and approximately 75 specific user licences at those sites. Users of the VX Sport™ system include include Dartmouth College, University of Maryland, Georgetown University. With VX Sport™ technology being used by the past 5 Men's Division 1 soccer champions, VX Sport™ has a proven record of success in college sport.

B11. Customer Support

B11. A) Specify customer support hours and any limitations on support outside of normal office hours.

VX Sport™ normal support is available from 8am – 4.30pm NZDT, however we have a number of employees who are available during standard USET business hours who can provide remote assistance when needed.

Our email support helpdesk generally has a 24-hour response time, with most issues being resolved within this time frame.

B11. B) Provide any applicable service agreements

Standard VX Sport™ base support plan comes with 10 hours per year of remote technical & sports science support e.g. phone, skype, team viewer etc.

We can offer optional customized support, onsite training and response plans if the base level support is not adequate.

B12. Describe how the product(s) are FERPA (Family Educational Rights and Privacy Act) compliant.

According to the US Federal Government website
https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html

“Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance.”

VX Sport™ monitoring systems do not store personal information apart from the height, weight, gender and name of the athletes, within the software that is loaded to the JMU user’s PC. VX Sport™ staff do not have access to any data on the JMU user’s PC, and only the VX Sport™ authorized Data Administrator could (if requested) view any summary data on the cloud. The main point is that the data being held on the cloud, and the PC that is collected using VX Sport™ monitoring has no real meaning or value in isolation; ie it primarily is only a group of numbers that viewed on their own are meaningless unless viewed inside the VX Sport™ software (ie detailed analysis on the user’s PC or summary data on the VX Cloud™ service).

Furthermore it is possible to anonymize the data by removing the athlete name from the VX Sport™ athlete user-profile; example: John Smith could be entered as “02 Athlete”, and only the university sports staff would then know who “02 Athlete” really is.

The JMU staff can also delete an athlete and their profile from the user software on the PC. That has the affect of removing visible data from both the PC and the VX Cloud™; (because VX Cloud™ uses a summary subset of data which is mirrored off the full dataset on the user's PC).

FERPA allows the students to view their data. Under VX Cloud™ the user has that access granted by the coach of the team, and for the data on the PC it would be a simple task to allow the student to meet with JMU staff and simply view the data on their PC. (AS noted above, the raw data is only numbers and has little meaning without the specialist VX Sport™ software to display and report on that).

B13. Describe how the product(s) are HIPAA (Health Insurance Portability and Accountability Act) compliant.

NOT APPLICABLE. No data collected or stored by the VX Sport™ system is considered to be medical data. The data should not be part of a shared medical records or medical insurance / health care provider. Data can be shared (with permission of JMU) with sports medicine staff as a general indication of physical load and training history.

B14. Describe available warranties.

Hardware Warranty: There is a 3-year return to base warranty on all new VX Log™ models and VXM hardware, covering defects in manufacturing and materials.

Excluded Circumstances: misuse of product or failure due to circumstances outside of our control

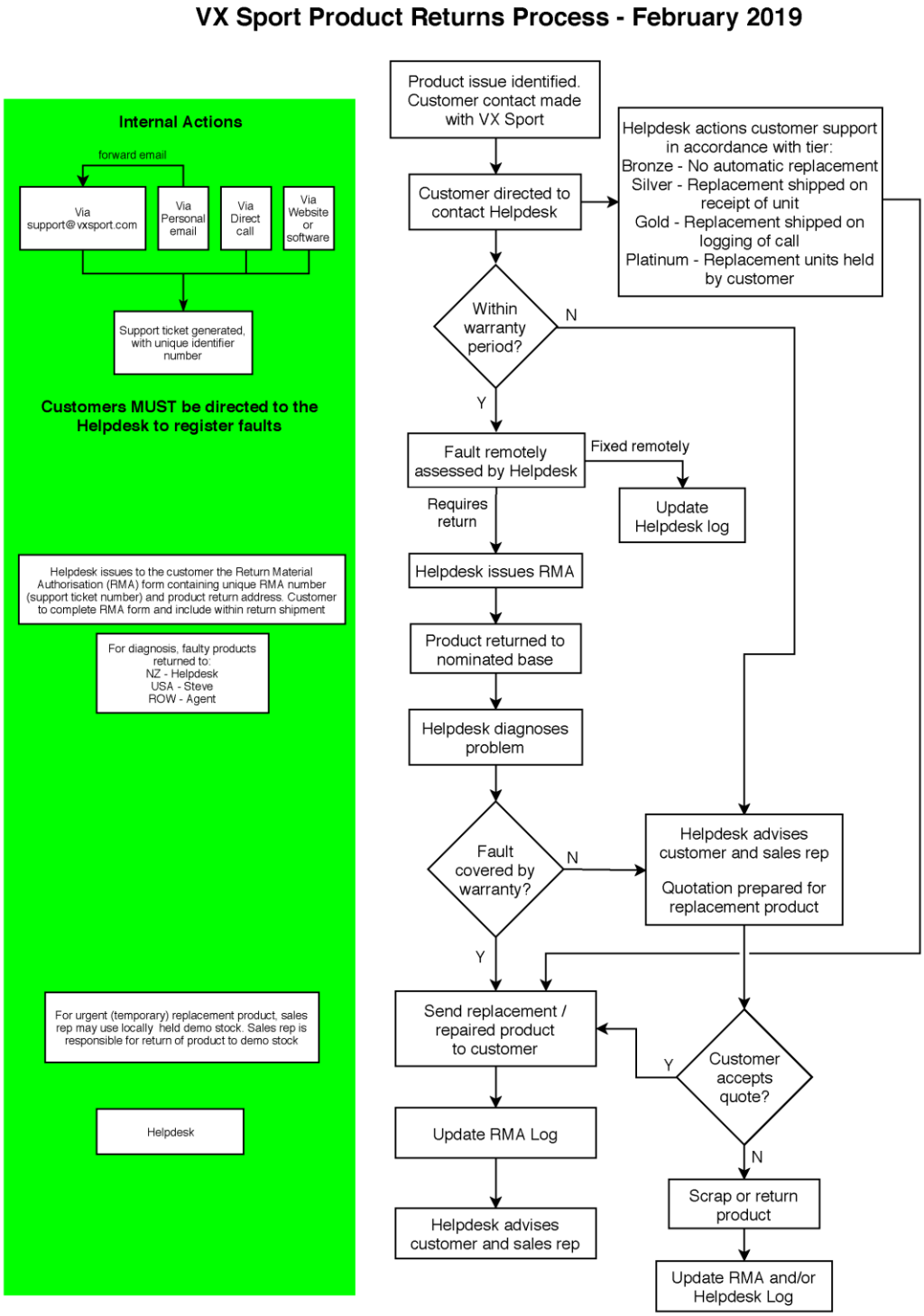
1. Dropping hardware onto hard surfaces from heights >1.0 metre (40 inches).
2. Water damage resulting from failure to use the plug to seal USB port.
3. Water damage from direct immersion in water: rivers, lakes, the ocean or accidental laundering (i.e. a washing machine or dryer).
4. Damage resulting from connection to a computer via USB cable, where the computer or mains power system results in damage to the VX Sport™ hardware: Example – power surge or lightning strike affecting the computer.
5. VX Sport™ Vests, Heart Rate monitors and Heart Rate straps are considered consumables and are not covered under warranty. They are warranted against materials and manufacturing defects for 90 days.

We will either, repair or replace the hardware (at our option), on receipt of the damaged equipment. Software is warranted as fit for use, if used within VX Sport™ rules of suitability (see latest User Guide). Normal bugs are fixed for users with a valid software support subscription. We do not cover items beyond our control like PC setup and network issues but will help if we can.

Battery Life: Expected battery service life is 3 - 4 years. After that time VX Log™ units can be returned for a replacement battery and case upgrade at the factory; (charges apply).

Hardware Product Lifetime: Design life is 3 years, but actual lifetime could be much longer depending on treatment etc. To achieve extended life past 3 years life, battery replacements would be required.

B15. Describe the process for replacement of defective broken, or damaged equipment. Include ability to provide replacement equipment.



B16. Describe other services and or products available that may be included in the final contract and provide any associated cost in Section X. Pricing Schedule.

VX Sport™ is able to offer at an additional cost extra services such as on-site training, periodic education, and data reviews with one of our sport scientists.

C. Technical

C1. Describe how product addresses accessibility to ensure the application is accessible to people with disabilities. Describe testing for adherence to accessibility guidelines and standards. Provide documentation of the testing performed and results of that testing including the Web Accessibility and Template Guide (WATG located at http://www.vadsa.org/watg).

Please see VPAT documentation for the VX View software and VX Cloud on the following pages:

VX Sport Accessibility Conformance Report

WCAG Edition

VPAT® Version 2.3 (Revised) – April 2019

Name of Product/Version: VX Sport Software (VX View)

Product Description: Desktop software providing data analysis and management tools for the VX Sport athlete monitoring system.

Report Date: 04/02/2019

Contact Information: support@vxsport.com

Notes:

Evaluation Methods Used: Testing is based on general product knowledge

Applicable Standards/Guidelines

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

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes) Level AA (Yes) Level AAA (Yes)
Web Content Accessibility Guidelines 2.1	Level A (Yes) Level AA (Yes) Level AAA (Yes)

Terms

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

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

WCAG 2.x Report

Note: When reporting on conformance with the WCAG 2.x Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the WCAG 2.0 Conformance Requirements.

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Supports	
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Not Applicable	
1.2.2 Captions (Prerecorded) (Level A)	Not Applicable	
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Not Applicable	
1.3.1 Info and Relationships (Level A)	Supports	
1.3.2 Meaningful Sequence (Level A)	Supports	
1.3.3 Sensory Characteristics (Level A)	Supports	
1.4.1 Use of Color (Level A)	Partially Supports	Exceptions include: The Speed and Heart Rate traces in the track and field reports. Colored Zone lines in the Location report. Lines however can be toggled on and off, allowing users to see these individually.
1.4.2 Audio Control (Level A)	Not applicable	
2.1.1 Keyboard (Level A)	Partially Supports	The legacy (Track, Field and Location) reports do not have keyboard support.
2.1.2 No Keyboard Trap (Level A)	Supports	
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Not Applicable	
2.2.1 Timing Adjustable (Level A)	Not Applicable	
2.2.2 Pause, Stop, Hide (Level A)	Not Applicable	
2.3.1 Three Flashes or Below Threshold (Level A)	Supports	
2.4.1 Bypass Blocks (Level A)	Supports	
2.4.2 Page Titled (Level A)	Supports	
2.4.3 Focus Order (Level A)	Partially Supports	The legacy (Track, Field and Location) reports do not have keyboard support.
2.4.4 Link Purpose (In Context) (Level A)	Supports	
2.5.1 Pointer Gestures (Level A 2.1 only)	Supports	
2.5.2 Pointer Cancellation (Level A 2.1 only)	Does Not Support	Many elements activate on down press of mouse, rather than on release.

Criteria	Conformance Level	Remarks and Explanations
2.5.3 Label in Name (Level A 2.1 only)	Supported	
2.5.4 Motion Actuation (Level A 2.1 only)	Not applicable	
3.1.1 Language of Page (Level A)	Not applicable	
3.2.1 On Focus (Level A)	Supports	
3.2.2 On Input (Level A)	Supports	
3.3.1 Error Identification (Level A)	Supports	
3.3.2 Labels or Instructions (Level A)	Supports	
4.1.1 Parsing (Level A)	Supports	The software is not implemented using markup languages.
4.1.2 Name, Role, Value (Level A)	Does Not Support	Not all controls and panels are fully represented to assistive technologies

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Not Applicable	
1.2.5 Audio Description (Prerecorded) (Level AA)	Not Applicable	
1.3.4 Orientation (Level AA 2.1 only)	Supports	
1.3.5 Identify Input Purpose (Level AA 2.1 only)	Not Applicable	
1.4.3 Contrast (Minimum) (Level AA)	Supports	
1.4.4 Resize text (Level AA)	Not Supported	Text cannot be resized in the software, and windows text scaling results in text being cut off inside buttons and windows.
1.4.5 Images of Text (Level AA)	Supports	
1.4.10 Reflow (Level AA 2.1 only)	Supports	
1.4.11 Non-text Contrast (Level AA 2.1 only)	Supports	
1.4.12 Text Spacing (Level AA 2.1 only)	Supports	
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Partially Supports	Hovering on the chart inside the Summary tab cannot be dismissed and is not hoverable.
2.4.5 Multiple Ways (Level AA)	Not applicable	
2.4.6 Headings and Labels (Level AA)	Supports	
2.4.7 Focus Visible (Level AA)	Partially Supports	Not supported in the legacy (Track, Field and Location) reports as they do not have keyboard support.

Criteria	Conformance Level	Remarks and Explanations
3.1.2 Language of Parts (Level AA)	Supports	
3.2.3 Consistent Navigation (Level AA)	Supports	
3.2.4 Consistent Identification (Level AA)	Supports	
3.3.3 Error Suggestion (Level AA)	Supports	
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Not Applicable	
4.1.3 Status Messages (Level AA 2.1 only)	Not Applicable	

Table 3: Success Criteria, Level AAA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.6 Sign Language (Prerecorded) (Level AAA)	Not Applicable	
1.2.7 Extended Audio Description (Prerecorded) (Level AAA)	Not Applicable	
1.2.8 Media Alternative (Prerecorded) (Level AAA)	Not Applicable	
1.2.9 Audio-only (Live) (Level AAA)	Not Applicable	
1.3.6 Identify Purpose (Level AAA 2.1 only)	Not Supported	
1.4.6 Contrast Enhanced (Level AAA)	Supports	
1.4.7 Low or No Background Audio (Level AAA)	Not Applicable	
1.4.8 Visual Presentation (Level AAA)	Not Applicable	
1.4.9 Images of Text (No Exception) Control (Level AAA)	Supports	
2.1.3 Keyboard (No Exception) (Level AAA)	Does Not Support	The legacy (Track, Field and Location) reports do not have keyboard support.
2.2.3 No Timing (Level AAA)	Supports	
2.2.4 Interruptions (Level AAA)	Supports	
2.2.5 Re-authenticating (Level AAA)	Not Applicable	
2.2.6 Timeouts (Level AAA 2.1 only)	Not Applicable	
2.3.2 Three Flashes (Level AAA)	Supports	
2.3.3 Animation from Interactions (Level AAA 2.1 only)	Supports	
2.4.8 Location (Level AAA)	Supports	
2.4.9 Link Purpose (Link Only) (Level AAA)	Not Applicable	
2.4.10 Section Headings (Level AAA)	Supports	
2.5.5 Target Size (Level AAA 2.1 only)	Partially Supports	Some checkboxes in the Settings panel are below 44px

Criteria	Conformance Level	Remarks and Explanations
2.5.6 Concurrent Input Mechanisms (Level AAA 2.1 only)	Supports	
3.1.3 Unusual Words (Level AAA)	Supports	
3.1.4 Abbreviations (Level AAA)	Not Supported	Abbreviation definitions are not given in the software
3.1.5 Reading Level (Level AAA)	Not Supported	Technical elements are not simplified throughout the software
3.1.6 Pronunciation (Level AAA)	Not Supported	Pronunciations are not given in the software
3.2.5 Change on Request (Level AAA)	Partially Supports	VX Live data updates are constant and cannot be paused to view data
3.3.5 Help (Level AAA)	Supports	
3.3.6 Error Prevention (All) (Level AAA)	Supports	

VX Sport Accessibility Conformance Report

WCAG Edition

VPAT® Version 2.3 (Revised) – April 2019

Name of Product/Version: VX Cloud

Product Description: Cloud based data analysis system, featuring connectivity via the VX Sport athlete monitoring system.

Report Date: 04/02/2019

Contact Information: support@vxsport.com

Notes:

Evaluation Methods Used: Testing is based on general product knowledge

Applicable Standards/Guidelines

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

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes) Level AA (Yes) Level AAA (Yes)
Web Content Accessibility Guidelines 2.1	Level A (Yes) Level AA (Yes) Level AAA (Yes)

Terms

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

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

WCAG 2.x Report

Note: When reporting on conformance with the WCAG 2.x Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the WCAG 2.0 Conformance Requirements.

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Supports	
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Not Applicable	
1.2.2 Captions (Prerecorded) (Level A)	Not Applicable	
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Not Applicable	
1.3.1 Info and Relationships (Level A)	Supports	
1.3.2 Meaningful Sequence (Level A)	Supports	
1.3.3 Sensory Characteristics (Level A)	Supports	
1.4.1 Use of Color (Level A)	Partially Supports	Exceptions include: Traffic light icons in wellness dashboard do not have text alternative.
1.4.2 Audio Control (Level A)	Not applicable	
2.1.1 Keyboard (Level A)	Does Not Support	The metric filters on the team summary page do not support keyboard navigation. Calendar popups do not support keyboard navigation
2.1.2 No Keyboard Trap (Level A)	Supports	
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Not Applicable	
2.2.1 Timing Adjustable (Level A)	Not Applicable	
2.2.2 Pause, Stop, Hide (Level A)	Not Applicable	
2.3.1 Three Flashes or Below Threshold (Level A)	Supports	
2.4.1 Bypass Blocks (Level A)	Supports	
2.4.2 Page Titled (Level A)	Supports	
2.4.3 Focus Order (Level A)	Supports	
2.4.4 Link Purpose (In Context) (Level A)	Supports	
2.5.1 Pointer Gestures (Level A 2.1 only)	Supports	
2.5.2 Pointer Cancellation (Level A 2.1 only)	Supports	
2.5.3 Label in Name (Level A 2.1 only)	Supports	
2.5.4 Motion Actuation (Level A 2.1 only)	Not applicable	
3.1.1 Language of Page (Level A)	Not applicable	
3.2.1 On Focus (Level A)	Supports	

Criteria	Conformance Level	Remarks and Explanations
3.2.2 On Input (Level A)	Does Not Support	Using the filter buttons automatically changes context – no submit button.
3.3.1 Error Identification (Level A)	Supports	
3.3.2 Labels or Instructions (Level A)	Supports	
4.1.1 Parsing (Level A)	Supports	
4.1.2 Name, Role, Value (Level A)	Supports	

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Not Applicable	
1.2.5 Audio Description (Prerecorded) (Level AA)	Not Applicable	
1.3.4 Orientation (Level AA 2.1 only)	Supports	
1.3.5 Identify Input Purpose (Level AA 2.1 only)	Supports	
1.4.3 Contrast (Minimum) (Level AA)	Supports	
1.4.4 Resize text (Level AA)	Supported	
1.4.5 Images of Text (Level AA)	Supports	
1.4.10 Reflow (Level AA 2.1 only)	Supports	
1.4.11 Non-text Contrast (Level AA 2.1 only)	Supports	
1.4.12 Text Spacing (Level AA 2.1 only)	Supports	
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Partially Supports	Hovering on the chart inside the Team Summary charts cannot be dismissed and is not hoverable.
2.4.5 Multiple Ways (Level AA)	Not applicable	
2.4.6 Headings and Labels (Level AA)	Supports	
2.4.7 Focus Visible (Level AA)	Does Not Support	VX Cloud does not fully support keyboard input.
3.1.2 Language of Parts (Level AA)	Supports	
3.2.3 Consistent Navigation (Level AA)	Supports	
3.2.4 Consistent Identification (Level AA)	Supports	
3.3.3 Error Suggestion (Level AA)	Supports	
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Not Applicable	
4.1.3 Status Messages (Level AA 2.1 only)	Supports	

Table 3: Success Criteria, Level AAA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.6 Sign Language (Prerecorded) (Level AAA)	Not Applicable	
1.2.7 Extended Audio Description (Prerecorded) (Level AAA)	Not Applicable	
1.2.8 Media Alternative (Prerecorded) (Level AAA)	Not Applicable	
1.2.9 Audio-only (Live) (Level AAA)	Not Applicable	
1.3.6 Identify Purpose (Level AAA 2.1 only)	Supports	
1.4.6 Contrast Enhanced (Level AAA)	Supports	
1.4.7 Low or No Background Audio (Level AAA)	Not Applicable	
1.4.8 Visual Presentation (Level AAA)	Not Applicable	
1.4.9 Images of Text (No Exception) Control (Level AAA)	Supports	
2.1.3 Keyboard (No Exception) (Level AAA)	Does Not Support	VX Cloud does not fully support keyboard input.
2.2.3 No Timing (Level AAA)	Supports	
2.2.4 Interruptions (Level AAA)	Supports	
2.2.5 Re-authenticating (Level AAA)	Not Applicable	
2.2.6 Timeouts (Level AAA 2.1 only)	Not Applicable	
2.3.2 Three Flashes (Level AAA)	Supports	
2.3.3 Animation from Interactions (Level AAA 2.1 only)	Supports	
2.4.8 Location (Level AAA)	Does Not Support	There is no indication about which page a user is currently viewing.
2.4.9 Link Purpose (Link Only) (Level AAA)	Supports	
2.4.10 Section Headings (Level AAA)	Supports	
2.5.5 Target Size (Level AAA 2.1 only)	Supports	
2.5.6 Concurrent Input Mechanisms (Level AAA 2.1 only)	Supports	
3.1.3 Unusual Words (Level AAA)	Supports	
3.1.4 Abbreviations (Level AAA)	Not Supported	Abbreviation definitions are not given in the software
3.1.5 Reading Level (Level AAA)	Not Supported	Technical elements are not simplified throughout the software
3.1.6 Pronunciation (Level AAA)	Not Supported	Pronunciations are not given in the software
3.2.5 Change on Request (Level AAA)	Supports	
3.3.5 Help (Level AAA)	Supports	

Criteria	Conformance Level	Remarks and Explanations
3.3.6 Error Prevention (All) (Level AAA)	Supports	

Legal Disclaimer (Company)

Include your company legal disclaimer here, if needed

C2. Describe compatibility among various operating systems (i.e. Windows and Macintosh). Describe any aspects of your application that do not support Macintosh systems. Describe any changes to default browser or client security settings.

VX View™/VX Live™/Training Companion all run on Windows 7, 8 and 10 operating systems.

VX Sport™ has many users on Mac, however users must use a virtualized Windows installation on the Mac under Bootcamp, Parallels or VM Ware. This must be set up by the user.

C3. Describe your relationship with the vendor(s) of any third-party tools (e.g. SMS vendors, reporting tools, application server, etc.) included in this proposal including licensing, costs (provide in Section X. Pricing Schedule), support for the product(s), and version (e.g. full or modified).

VX Sport™ products have no additional licensing or costs from required third party tools.

We utilize a range of industry standard vendors and third party integrations, including our cloud data hosting which is provided by Microsoft Azure, and our open source mapping service, Cesium.

We also have exports to many third party tools available, including Sportscode, Smartabase and Prozone Kinectic – these tools must be purchased separately, however are not required in any way for the VX Sport system to function.

C4. Describe the process for determining enhancements that will be made to the product(s)/software.

Our process for determining which enhancements will be made to the product are driven by both our development team as well as feedback from our global user base.

Decisions are made strategically:

1. Cost to benefit
2. Availability of VX Resources
3. How many users have requested the same/similar features

Our hardware is updated when better chips/technology becomes available, or when regulations require a physical change. Our garments feature ongoing enhancements based on user feedback, and as a result we feel our SmartVest is the leader when it comes to strapless heart rate technology for athletes.

C5. Describe the process for determining enhancements that will be made to the application.

See above – answer C4.

C6. Describe the length of time Offeror has been actively engaged in providing the proposed resources to higher education institutions.

VX Sport™ has been providing athlete monitoring technology to higher education institutions for over 11 years and has been published in many sport science journals and research papers.

In the USA we have approximately 45 higher education institutions, a marketing which we have been selling to since 2014.

C7. Describe the maintenance philosophy including frequency of updates, approach to completing updates, and model for obtaining the updates. Provide any associated costs in Section X. Pricing Schedule.

VX Sport™ firmware and software updates are free to all users with current software subscriptions.

Users are notified of a software update via an alert in the software when a newer version is available. The user also has the option to decline this prompt, and use an older version of the software, as is sometimes necessary, i.e. research projects etc.

Users are notified about VX Sport™ firmware updates via email, and if needed can be aided by one of our support team to ensure all units are kept up to date.

C8. Describe the nature of continuing research and development performed to detect and correct problems in the system design, to improve efficiency and/or to enhance the capabilities of the system proposed

The VX Sport™ system has been in development for over 13 years, so our system is tried and tested where it matters. We are continually improving our software and services, and continually updating the stability and security of our platform. VX Sport™ has been in the game a long time, so we know how important it is to be continually improving. When it comes to improving and innovating, we're always ahead of the game – some of our research and development results include:

- 2010 - First Digital HR for GPS tracking
- 2011 - First Realtime TV event
- 2014 - Military Usage
- 2015 - Cloud Data & Wellness Integration
- 2016 - Smart Garments
- 2016 - Indoor Tracking using IMU's
- 2019 - Global Realtime Information

C9. Describe system support for defining and creating administrative and user accounts, including how accounts are assigned permissions to perform various actions in the system. Describe the process for maintaining and deleting user accounts, including the deletion of automated reminders to users and administrators.

The VX View™ application lives locally on the user's PC. This means that any Windows user access controls will apply to the use of the software.

Within VX Cloud™, there is one Administrator per VX Sport™ software install. This person is able to be selected by the institution. The Administrator has the ability to assign "Coaches" and "Athletes".

Coaches are able to access the data of one or more assigned teams, and the athletes within. Coaches can also add or delete athletes from the system.

Athlete accounts are created and then linked to an athlete profile created via VX View on the PC. They can only access their own data and cannot make changes to the system.

Coaches and Athletes within VX Cloud™ are able to be manually deleted from the system by the Administrator.

If the institution wants to change their Administrator account to another user, they must get in contact with our Support team who will arrange this change.

C10. Describe the application security features for data and for the system.

All of VX Sport's data is stored at a Microsoft Azure Data Center in the West US region and only in that region. Note: VX Sport does not store the core raw data files for VX Sport software users – these files remain on the user's PC. The data stored by VX Sport™ on the cloud is only a small summary subset, which is part of the VX Cloud™ subscription service.

Controls to address the threat of information being compromised by an external hacker or malicious software. From the data protection perspective, our data has at least two layers of protection. We use Microsoft SQL Server as data storage in a VM residing in Azure West US public cloud in a virtual network. There are Network Security Group policies to ensure there is no direct RDP or traffic is allowed to the server. All the incoming traffic comes through from the web user interface which is hosted in Azure App Service. The web application is integrated with virtual network which is the only way to access the database server.

As part of VX Sport's cloud first strategy, we leverage SaaS, PaaS as the first choice which means the platform vendor will ensure the quality of the service they offer, and security is a major part of offering. Controls to address the threat of information being intercepted in transit by unauthorized persons. All the internet traffic is transported via https.

C11. Describe how and where any sensitive data including authentication credentials, is stored on clients, servers, and participating external devices. Is it cryptographically protected? If so, provide details on cryptographic protocols, procedures, and key protection.

VX Cloud user accounts are stored encrypted in our Azure database – hosted by Microsoft in West US. All user passwords are encrypted using MD5 hashing.

By default, Microsoft Azure provides the following security compliance and VX Sport always adheres to the best industry practice when comes to information security.
https://azure.microsoft.com/en-us/overview/trusted-cloud/compliance/

VX Sport Narrative Statement

February 18, 2020

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

Attention: Garrett Morris – Senior Buyer

RE: VX SPORT™ Statements of Expertise, Experience & Data Security Ref. RFP#CMJ-1062

Further to our printed response to RFP#CMJ-1062 we have summarized some additional background on the background and experience of our company.

Company Background
VX SPORT™ is the second longest established GPS athlete monitoring company in the world. The company is a small business, (although not registered within the US Federal Government system), with US staff based in South Carolina and Illinois, and an administrative address in Kansas City. Our global administration centre and US Managing Director are based in New Zealand.

VX SPORT™ launched its first products in March 2009 (globally) after an initial development phase that commenced in late 2006. The current product range is 5th generation, and the products have been sold in over 30 countries. The key markets for VX Sport™ are US (50%), New Zealand, Australia, Singapore, Ireland Japan. VX Sport started selling in the US in January 2014, and registered VX SPORT™ LLC in Delaware in December 2014.

The company was founded by an experienced electrical engineer, who brought together a team of software and electronics engineers, in conjunction with sports science professionals. The resulting success of the company is that it has become a niche specialist supplier, with R&D and technology always driven by real world input from our customers. Note: In May 2020 we will be hosting a JMU intern (Sophie Brause – JMU Women's Soccer) for two months at our New Zealand HQ.

Whilst the company is the smallest of the global GPS based monitoring companies we often have been at the forefront of innovation:

- We were the first to integrate digital heart rate sensing to our product range in late 2010.
- We are still the global leader in live data to television, having showcased the technology in both March 2011 & 2012 for Quiksilver during the world pro surfing tour. Over the years we have partnered with Red Bull for both post-production and realtime events.
- In 2016 we released an innovative enhancement to our system that provides basic indoor coverage without any extra equipment or cost. This revolutionary technology uses machine learning to calibrate an indoor motion pattern to each athlete and provide usable data without GPS. The same year we also released jump height measurement and counting

  technology. Together, the indoor basic tracking and jump technology makes the product an idea and affordable solution for basketball.

- In late 2017 VX Sport released the VX Smart-Vest, which allows athletes to have a safer and comfortable garment, employing conductive fabric. This removes the need for a chest strap and places the hear rate sensor in a safe location at the back of the athlete.

Key Staff in the VX Sport™ Team

Steve Gisselman, (US Customer Education Manager), is our key staff member who supports our US customers in the field. Steve holds tertiary qualifications in kinesiology and human science, from University of Wisconsin and UNC Chapel Hill. He has worked for over 20 years as a high-performance coach of athletes over many sports, and levels, including NCAA Div. 1 up to Olympic level. He spent 4 years as research (sports) scientist in the US, and eventually joined VX Sport in August 2014, as the key advisor for our US customer communication, education and support initiative. Steve brings enormous technical and practical skills to VX Sport™, and his innovation, dedication and loyalty first class.
Note: We also have a global support centre that covers sports science technical questions, setup and product support.

Richard Snow – Managing Director / Founder
Richard holds tertiary qualifications in both electrical engineering and business. For the last 38 years he has worked in both the corporate and consulting sectors as an electrical engineer, and technology designer. He founded Intellex Limited in 1994 and grew that into New Zealand's leading boutique industrial electrical engineering design company. Since late 2006 Intellex has provided venture capital, design and management resources for VX Sport.

Jamie Tout – Director / Sport Performance Director
Graduating with qualifications in Personal Development, Health and Physical Education, Jamie has 20+ years of experience in the sports industry. For the last 18 years he has worked alongside professional athletes and coaches in some of the world's toughest competitions as a strength and conditioning coach. He founded XLR8 Sports Training in 2004 to deliver coaching and training solutions on a more global scale. In 2008, Jamie was introduced to Richard Snow through his association with High Performance Sport New Zealand. Having worked across 8 of New Zealand's national sports programs, it left him well placed to consult on technology's role in modern sport.

Michael Zhang – Software Team Leader
Experienced software engineer with around 10 years of experience in software development and project managing. Graduated from University of Auckland with double major degree in Finance and Software engineering in 2009. Expert in a wide range of modern programming languages across web, mobile and desktop platforms. Expert in translating business requirements into technical solutions. Designed and developed Generations 4 and 5 of VX Sport's software suite, as well as previous multiple high-volume projects for businesses across different industries, such as retail, logistics and food industry.

Key Benefits for Sport Teams & Athletes
The VX Sport™ platform is a quantifiable decision support tool for managing athletes to ensure maximum performance. This can be broken down into four categories:

- Athlete Development - Each day presents the chance for athletes to improve, but only if they are training at the proper intensity levels. The VX™ System can be used to assign and monitor individual loads and maximize opportunities for growth.
- Asset Management - Research shows that injuries have a drastic effect on a team's success. Prevent injuries, return to play faster, reduce insurance premiums and maximize ROI by keeping athletes on the field.
- Performance Profiling - Put data behind what high performance means for teams and athletes. Build profiles of top performers to inform recruiting and tactical decision making.

- Culture of Accountability - The numbers don't lie, and they don't leave any room to hide. Provide concrete feedback to teams and watch them compete internally while taking more ownership over their performance and readiness.

VX Sport also invest in education, support and resources to ensure coaches are supported in the process of athlete monitoring and performance optimisation.

Data & Security Statement Ref. RFP#CMJ-1062
The extent of data storage, security and data privacy software being offered by VX Sport™ is covered by our HECVAT and VPAT responses. Our IT staff were uncertain of many of the responses required on the HECVAT form, because in some cases the questions were not relevant to the service that we provide, or are functions intrinsic to the Microsoft Azure data center service that we use.

The VX SPORT™ software option offered to the university is our VX View™ PRO suite, which is for installation on the customer's PC, under a Windows™ OS (Win 7, 8 or 10) environment.
The software is designed to download data via USB, directly from our download case (post use), or local realtime receiver. In each situation the user's data is stored directly on a PC, which is part of the user's data environment.

I. No customer data is collected by the VX Sport™ software that flows back to our company.
II. VX Sport has no access to any data stored by the university's PC or local systems.
III. We do not store, sell or disclose any aspect of our business information with any outside parties, aside from disclosures that we might be asked to make under US Federal law.
IV. Our administration technical staff do not access our data center transactional records except for trouble shooting technical issues, such as download or access problems.
V. The only interaction that the user's PC has with our data center, (which is a MS Azure site in California), is the licence verification security exchange (i.e. licence key verification), and the prompts we deliver to advise when updates are available for download. The data stored on the VX Sport Microsoft Azure site is a summary subset of the user's data on their PC (running VX Sport™ software). Microsoft backs up the data center information, but the users hold the raw data files on their PC and are solely responsible for backing up that data.
VI. It is very easy to make the identity of the institution and all athletes anonymous for the data stored on the VX Cloud. For example: if the team is JMU Men's Basket, then simply name the team "Men's Basketball", and instead of using names the athletes could be entered as "#1 Athlete", "#2 Athlete" etc. The only identifier store would then be an email address that allows the athlete to access their data (if the option is chosen to allow athletes to provide feedback to the coaching staff (i.e. the wellness & RPE response questions) via their phones.

Note: The VX Sport™ system comprises proprietary electronic data collection hardware designed for logging human motion and heart rate. None of this data is medical in nature and should not be classified as such. The accompanying software has been available since 2008, and constantly updated since then. All updates are reviewed and tested before public release. There have never been any security issues with the software, and any performance bugs are rapidly patched once they are identified.

We hope the information above will allow you to accurately evaluate our offer. However, if you have any questions please do not hesitate to email the undersigned.

Sincerely yours,
Richard Snow

Managing Director richards@vxsport.com
VX SPORT LLC

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 6 Months 1 (USA) (11 years international)

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 #
Univ. of Maryland	4 Y 6mo.	College Park Maryland	David Klossner 301-405-8580
SIUE	1y 11mo	Edwardsville Illinois	Mark Jamison 618-650-5287
Dartmouth College	7mo.	Hanover New Hampshire	Jan Connole 603-646-1427
Georgetown University	2y.	Washington DC	Brian Bouhl 202-687-0100
UNC Chapel Hill.	3y 7mo	Chapel Hill North Carolina. (Mens Soccer)	Will Clayton 919-962-2211

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

   VX Sport LLC - Steve Gisselman stevegg@VXsport.com
   - Richard Snow richards@VXsport.com
   Mail: C/- UHY LLP 1251 NW Briarcliff Pkwy - Suite 10
   Kansas City, MO 64116-1776
   Visuallex Sport International Ltd - New Zealand - Wendy Osborne accounts@vxsport.com

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: VX Sport LLC **Preparer Name:** Richard Snow

Date: Feb 18, 2020

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).

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ATTACHMENT B (CNT'D)

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

Procurement Name and Number: _____ Date Form Completed: Feb 18, 2020

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

Offeror / Proposer:

VX Sport LLC (Firm) | c/- UHY LLP 1251 NW Briarcliff Pkwy, Suite 100 Kansas City MO 64116-1776 (Address) | Steve Gisselman (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)
NIL					

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

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VX Sport – Sales to VASCUPP Member Institutions

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

In the last twelve months VX Sport LLC has sold the following to VASCUPP Member Institutions:

James Madison University	$19,651

VX Sport Pricing Schedule for James Madison University

	Description	Unit Price
	Athlete Monitor - Download Only. Unit without vest, HR, software	
	VX175 - Outdoor Tracking Only	$ 349.00
	VX195 - Outdoor Tracking and Basic Indoor Tracking	$ 449.00
	VX205 - Outdoor and Indoor Tracking incl Jumps and Body Impact Recording	$ 549.00
	VX435 - Research Grade Unit, Outdoor and Indoor Tracking incl Jumps and Body Impact Recording, Full Sensor Data Exports,Force and Step Reports	$ 749.00
	Athlete Monitor - Realtime - VX Live. Unit without vest, HR, software	
	VX315 - VX Live Unit - Outdoor and Indoor Tracking incl Jumps and Body Impact Recording	$ 649.00
	VX550 - Research Grade VX Live Unit, Outdoor and Indoor Tracking incl Jumps and Body Impact Recording, Full Sensor Data Exports,Force and Step Reports	$ 899.00
	VXM2 Base Station - for realtime system (one required per 40 live units)	$ 1,100.00
	Suunto HR transmitter Bluetooth & ANT	$ 55.00
	VX Smart-Vest (with pockets for VX unit & HR sensor):	$ 68.00
	VX LITE-Vest (Single Layer with pockets for VX unit) ***(NOT SUITABLE FOR HR SENSOR)***	$ 30.00
	20 port USB Charging Case - VXCC20	$ 749.00
	40 port USB Charging Case - VXCC40	$ 1,200.00
	SOFTWARE - Per Unit Per Year	
	OPTION 1: VX Cloud-Lite (VX Lite): NON LIVE UNITS ONLY 1 install; 3 teams; 150 athletes	$ 60.00
	OPTION 2: Standard (VX View PRO Suite): 1 install; 3 teams; 150 athletes	$ 100.00
	OPTION 3: VX Cloud (VX View Suite + VX Cloud): 1 install; 3 teams; 150 athletes	$ 150.00
	Extra software seat - one off cost per team; or increase database for more than standard team/athletes limit.	$ 950.00
	SOFTWARE SUPPORT - MANDATORY - per TEAM yearly:	
	BASIC SOFTWARE SUPPORT - 10 hours remote sports science desk	$ 500.00
	1 day on site training (USA) - inclusive of travel, etc	$ 2,000.00
	Freight - MANDATORY (Charge Per Shipment)	$ 200.00
	Credit Card Processing Fee (If Applicable)	2%

VXSPORT™
performance you can see

www.vxsport.com

ATTACHMENT D

James Madison University

Information Technology Services Addendum

CONTRACTOR NAME: VX Sport LLC

PRODUCT/SOLUTION: VX Sport athlete monitoring systems

Definitions:

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

1. **Rights and License in and to University Data:** The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use the data as provided in the Agreement solely for the purpose of performing its obligations hereunder. The Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property.

2. **Disclosure:** All goods, products, materials, documents, reports, writings, video images, photographs, or papers of any nature including software or computer images prepared or provided to the Contractor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.

3. **Data Privacy:**
   a. Contractor will use University Data only for the purpose of fulfilling its duties under the Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by law.
   b. University Data will not be stored outside the United States without prior written consent from the University.
   c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under the Agreement. The Contractor will ensure that the Contractor's employees, and subcontractors when applicable, who perform work under the Agreement have received appropriate

instruction as to how to comply with the data protection provisions of the Agreement and have agreed to confidentiality obligations at least as restrictive as those contained in this Addendum.

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

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

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

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

recovery planning and implementations, excluding regularly scheduled maintenance time.

6. **Employee Background Checks and Qualifications:**
   a. Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Agreement including but not limited to all terms relating to data and intellectual property protection.
   b. If the Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, the Contractor shall perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

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

8. **Requests for Data, Response to Legal Orders or Demands for Data:**
   a. Except as otherwise expressly prohibited by law, Contractor will:
      i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
      ii. consult with the University regarding its response;

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

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

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

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

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

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

b. Upon termination or expiration of the Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 60 days of termination of the Agreement. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.

c. In the event that the University requests destruction of its data, Contractor agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University.

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

10. **Audits:**

a. The University reserves the right in its sole discretion to perform audits of the Contractor to ensure compliance with the terms of the Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.

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

i. American Institute of CPAs Service Organization Controls 2 (SOC 2) audit, or other independent security audit with audit objectives deemed sufficient by the University, which attests to Contractor's security policies, procedures, and controls. Contractor shall also submit such documentation for any third-party cloud hosting provider(s) they may use (e.g. AWS, Rackspace, Azure, etc.) and for all subservice providers or business partners relevant to the Agreement. Contractor shall also provide James Madison University with a designated point of contact for the SOC reports and risks related to the contract. This person shall address issues raised in the SOC reports of the Contractor and its relevant providers and partners, and respond to any follow up questions posed by the University in relation to technology systems, infrastructure, or information security concerns related to the contract.

ii. vulnerability scan of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement; and

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

c. Additionally, Contractor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Agreement. The University may require, at University expense, the Contractor to perform additional audits and tests, the results of which will be provided promptly to the University.

11. **Compliance:**

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

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

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

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

	JAMES MADISON UNIVERSITY		CONTRACTOR
SIGNATURE:	Garrett Morris	SIGNATURE:	
PRINTED NAME:	Garrett Morris	PRINTED NAME:	Steve Gisselman
TITLE:	Buyer Senior	TITLE:	US Customer Education Mgr
DATE:	5/14/2020	DATE:	Feb 18, 2020

REV. January 30, 2019

ATTATCHMENT E

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

AGENCY NAME: James Madison University

CONTRACTOR NAME: VX Sport LLC

DATE: Feb 18, 2020

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This contract 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 Garrett Morris

Title Buyer Senior

Printed Name Garrett Morris

CONTRACTOR by [signature]

Title US Customer Education Manager

Printed Name Steve Gisselman

April. 2017

JAMES MADISON UNIVERSITY.

January 30, 2020

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE:	Request for Proposal No:	**RFP# JGM-1073**
	Dated:	**January 30, 2020**
	Commodity:	Athletic Wearable Technology
	RFP Closing On:	**February 18, 2020**

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

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

1. See Attachment F (HECVAT) as referenced in *Section V. Proposal Preparation and Submissions letter B. Specific Instructions number 10* of the RFP.

Sincerely,

Garrett Morris
Buyer Senior
Phone: (540-568-4501)

Office of
PROCUREMENT SERVICES

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
540.568.3145 Phone
540.568.7935 Fax

JAMES MADISON UNIVERSITY.

February 14, 2020

ADDENDUM NO.: Two

TO ALL OFFERORS:

REFERENCE:	Request for Proposal No:	**RFP# JGM-1073**
	Dated:	**February 14, 2020**
	Commodity:	Athletic Wearable Technology
	RFP Closing On:	**February 18, 2020**

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

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

1. **I. PURPOSE** outlined in the RFP document shall hereby be replaced with the following-

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide an Athletic Wearable Technology Solution for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

Sincerely,

Garrett Morris
Buyer Senior
Phone: (540-568-4501)

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax

JAMES MADISON UNIVERSITY.

February 18, 2020

ADDENDUM NO.: Three

TO ALL OFFERORS:

REFERENCE:	Request for Proposal No:	**RFP# JGM-1073**
	Dated:	**February 18, 2020**
	Commodity:	Athletic Wearable Technology
	RFP Closing On:	~~**February 18, 2020**~~ **February 20, 2020**

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

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

1. The closing date and time has been extended to February 20, 2020 at 2:00 p.m.

Sincerely,

Garrett Morris
Buyer Senior
Phone: (540-568-4501)

Office of
PROCUREMENT SERVICES

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
540.568.3145 Phone
540.568.7935 Fax

JAMES MADISON UNIVERSITY

Request for Proposal

RFP# JGM-1073

Athletic Wearable Technology

January 28, 2020

VIRGINIA ASSOCIATION OF STATE COLLEGE & UNIVERSITY PURCHASING PROFESSIONALS

VASCUPP

REQUEST FOR PROPOSAL

RFP# JGM-1073

Issue Date: **January 8, 2020**

Title: **Athletic Wearable Technology**

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

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on February 18, 2020 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: Garrett Morris, Buyer Senior, Procurement Services, morrisjg@jmu.edu ; 540-568-4501; (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 # JGM-1073

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A. Offeror Data Sheet

B. SWaM Utilization Plan

C. Sample of Standard Contract

D. Information Technology Services Addendum ***(All Offerors are required to complete)***

E. Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form ***(All Offerors are required to complete)***

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

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 an Athletic Wearable Technology Solution for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and 4,000 faculty and staff. Further information about the University may be found at the following website: http://www.jmu.edu. The University sponsors an 18-sport intercollegiate athletics program that competes at The Division I level of the National Collegiate Athletic Association. JMU is also affiliated with the Colonial Athletic Association, of which it was a charter member in 1985, and with the Eastern College Athletic Conference.

JMU has men's athletic programs in baseball, basketball, football, golf, soccer, and tennis. All JMU Football and Men's Basketball contests are streamed in HD over the free MadiZONE platform, while baseball and soccer have numerous game streams.

The JMU Athletics Department's vision is to be the NCAA model for the student-athlete experience, distinguished by our academic achievement, integrity, personal development and nationally-competitive programs, and our sports embody that both on and off the field. JMU's football program has been a consistent force over the last two decades, having made the FCS playoffs nine times since 2004, including two national championships in 2004 & 2017. The programs all have a strong history of CAA and NCAA Championship showings, with Basketball (2013) and Soccer (2014, 2018) having won the conference title within the last five years.

For women, the University offers programs in basketball, cross country, field hockey, golf, lacrosse, soccer, softball, swimming and diving, tennis, track and field (indoor and outdoor), and volleyball. All women's basketball games and many of these other sporting events are also streamed in HD over free MadiZONE platform.

JMU's women athletics tradition is among the oldest in the nation, dating nearly back to the institution's founding in 1908. Strong intercollegiate programs for women have been in place at the University since the early 1920s, and JMU was among the first of the nation's institutions to provide well-rounded overall intercollegiate offerings for females. JMU's Women's Lacrosse program has been one of the most prominent programs in the country, having been Nationally Ranked each of the last 26 years, including a Top 10 ranking in 16 of the last 19 years. The Women's Basketball team is one of three programs in the nation to have over 1000 wins as a school, and is also consistently seen inside the Top 25 of most polls. The championship culture doesn't stop with the men, as the women's programs have had just as much success over the last five years as Basketball (2014, 2015, 2016), Cross Country (2011, 2017), Golf (2013), Lacrosse (2013, 2017, 2018), Soccer (2013, 2015), Softball (2014, 2016, 2017), Swimming & Diving (2012, 2018), Volleyball (2016, 2017) and Track & Field (2012) have all won a CAA Conference Championship. National Championships have also been attained in Field Hockey (1994) and Lacrosse (2018).

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

A. James Madison University is seeking a Wearable Technology Solution that will provide an accurate athlete performance data tracking and analysis software system to allow for the tracking and analysis of athlete external and internal loads resulting from training and competition. In addition, this product will need to allow for:

1. The collection, consolidation, analysis, and reporting of athlete performance data such as heart rate data, total distance, max and average speed, hi-intensity sprint distance, jumps etc and readiness data such as mood, muscle soreness, fatigue, hydration etc

2. The ability to enhance performance and wellness data tracking and reporting, athlete monitoring, appropriate athlete loading and load management strategies, and injury prevention and return to play protocols.

3. The ability to provide live monitoring.

4. Enhancing the communication and collaboration between the performance team and sport coaches.

The Offeror shall have available and be able to demonstrate the use and functions of the following components and/or features of the system which will be utilized on campus by coaches, student-athletes, and other university constituents. It is expected that any proposed system will already be fully developed, tested, used in similar NCAA Athletic programs, offered publicly for sale and available immediately for installation.

The system shall be able to provide a wearable technology solution to accurately track and analyze measurable performance data to mitigate the risk of injury and tailor training programs to optimize each individual's development. Included within this platform shall be the ability to provide individual and team dashboards with customizable alerts and custom reporting on different performance metrics; and the delivery, collection, and analysis of athlete wellness questionnaires. The system shall be capable of tracking and recording the individual and team training loads both external and internal and facilitating communication and sharing of athlete data related to performance, wellness, and readiness.

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

B. Product Functionality

1. Describe measurable performance data that is tracked.

2. Describe ability to provide individual and team dashboards with customizable alerts and custom reporting on different performance metrics (list).

3. Describe the system's ability to flag or provide warnings to users.

4. Describe how system tracks and records the athlete and or team training loads

    a. Internally

    b. Externally

5. Describe the sharing of Athletes data.

6. Describe the system's ability to have multiple users (sports medicine, coaches, athletes).

7. Describe any communication options provided in the system (i.e. phone/text/email) including log and regulation warning functionality provided. .

8. Describe the ability to export data, create reports, and send reports. Specify the types of reports included. Specify all file formats available for data export and reports. Describe any limitations on type of information that can be shared.

9. Describe how the system is accessed. Describe the system's mobile application and the functionality that exists with the mobile application and the mobile platforms supported. Describe how the mobile application is deployed (Google, Apple, etc.)

10. Describe Offeror's experience in providing the proposed goods/software/resources to higher education institutions.

11. Customer Support

    a. Specify customer support hours and any limitations on support outside of normal office hours.

    b. Provide any applicable service agreements

12. Describe how the product(s) are FERPA (Family Educational Rights and Privacy Act) compliant.

13. Describe how the product(s) are HIPAA (Health Insurance Portability and Accountability Act) compliant.

14. Describe available warranties.

15. Describe the process for replacement of defective broken, or damaged equipment. Include ability to provide replacement equipment.

16. Describe other services and or products available that may be included in the final contract and **provide any associated cost in Section X. Pricing Schedule.**

C. Technical

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

2. Describe compatibility among various operating systems (i.e. Windows and Macintosh). Describe any aspects of your application that do not support Macintosh systems. Describe any changes to default browser or client security settings.

3. Describe your relationship with the vendor(s) of any third-party tools (e.g. SMS vendors, reporting tools, application server, etc.) included in this proposal including licensing, costs (**provide in Section X. Pricing Schedule**), support for the product(s), and version (e.g. full or modified).

4. Describe the process for determining enhancements that will be made to the product(s)/software.

5. Describe the process for determining enhancements that will be made to the application.

6. Describe the length of time Offeror has been actively engaged in providing the proposed resources to higher education institutions.

7. Describe the maintenance philosophy including frequency of updates, approach to completing updates, and model for obtaining the updates. **Provide any associated costs in Section X. Pricing Schedule.**

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

9. Describe system support for defining and creating administrative and user accounts, including how accounts are assigned permissions to perform various actions in the system. Describe the process for maintaining and deleting user accounts, including the deletion of automated reminders to users and administrators.

10. Describe the application security features for data and for the system.

11. Describe how and where any sensitive data including authentication credentials, is stored on clients, servers, and participating external devices. Is it cryptographically protected? If so, provide details on cryptographic protocols, procedures, and key protection.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison

University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:

    a. **One (1) original** and **four (4) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.

    b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Return HECVAT Attachment with the electronic copy as a separate Excel file (per item V.B.8.). 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.

8. Sign and return the JMU IT Services Addendum, included as *Attachment D* to this RFP, which shall be included as part of a resulting contract and govern in the event of conflict with all Contractor's license agreements, privacy policies, forms, etc.

9. Sign and return the Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form, included as *Attachment E* to this RFP, which shall be included as part of a resulting contract and shall govern in the event of conflict with all Contractor's license agreements, forms, etc.

10. Completed Higher Education Cloud Assessment Tool (HECVAT), included as *Attachment F* to this RFP. **The HECVAT should be returned as an Excel file on a CD or flash drive (reference Section V.A.1.b.).**

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

	Points
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to perform the services	20

4.	Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5.	Cost	20
		100

B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at http://www.jmu.edu/procurement or a copy can be obtained by calling Procurement Services at (540) 568-3145.

B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at http://www.jmu.edu/procurement). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. *(§6 of the Rules Governing Procurement*).

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

1. During the performance of this contract, the contractor agrees as follows:

   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

   c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. Above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth

reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at http://www.jmu.edu/procurement*).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. PRECENDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

    a. By mutual agreement between the parties in writing; or

    b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

    c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with§ 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at http://www.jmu.edu/procurement) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided

by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability: $100,000

3. Commercial General Liability: $1,000,000 per occurrence and $2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability: $1,000,000 combined single limit. (*Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.*)

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over $100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies

for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:

   a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at $500 per order.

   b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at $1,500 per order.

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

3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.

X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of $50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

VIII. SPECIAL TERMS AND CONDITIONS

A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

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

From: _____

Name of Offeror | Due Date | Time

_____

Street or Box No. | RFP #

_____

City, State, Zip Code | RFP Title

Name of Purchasing Officer: _____

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

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

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

E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.

F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of nine (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

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

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential 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. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.

M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.

Q. 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.

R. EXCESSIVE DOWNTIME: Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of in operability. The period of in operability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than two (2) consecutive calendar days, the contractor shall promptly replace the equipment or software at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within two (2) days following the request for replacement.

S. LATEST SOFTWARE VERSION: Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.

T. RENEWAL OF MAINTENANCE: Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for additional one-year periods, under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by more than the percentage increase or decrease in the other services category of the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.

U. SOURCE CODE: In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth

in this respect shall survive for a period of twenty years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.

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

W. THIRD PARTY ACQUISITION OF SOFTWARE: The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.

X. TITLE TO SOFTWARE: By submitting a bid or proposal, the bidder or offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

Y. WARRANTY AGAINST SHUTDOWN DEVICES: The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

Z. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

(i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

(ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

(iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and

(iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. (http://www.section508.gov/). The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the *Code of Virginia.*

IX. METHOD OF PAYMENT

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

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for other state agencies.

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

A. Athlete Monitor Systems to include all capabilities and solutions
B. Charging Stations
C. Software

D. Support and set up
E. Customization and Configuration Cost
F. Ongoing Maintenance and Support
G. Initial and Ongoing Training
H. All Other Cost (including optional costs)

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to https://usa.visa.com/support/small-business/regulations-fees.html and for questions https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf .

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Information Technology Services Addendum ***(All Offerors are required to complete)***

Attachment E: Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form ***(All Offerors are required to complete)***

Attachment F: Higher Education Cloud Assessment Tool (HECVAT) - attached as a separate Excel spreadsheet ***(All Offerors are required to complete)***

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.

2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

   Years_____ Months_____

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #

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

_____

_____

_____

_____

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the CODE OF VIRGINIA, SECTION 2.2-3100 – 3131?
   [ ] YES [ ] NO
   IF YES, EXPLAIN:_____

_____

_____

_____

ATTACHMENT B

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

Offeror Name: _____ Preparer Name: _____

Date: _____

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

If yes, certification number: _____ Certification date:_____

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

If yes, certification number: _____ Certification date:_____

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

If yes, certification number: _____ Certification date:_____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

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

Procurement Name and Number: _____ Date Form Completed:_____

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

Offeror / Proposer:

_____	_____	_____
Firm	Address	Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No._____

This contract entered into this_____day of_____20____,by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From_____ through_____

The contract documents shall consist of:

(1) This signed form;

(2) The following portions of the Request for Proposals dated _____:
   (a) The Statement of Needs,
   (b) The General Terms and Conditions,
   (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
   (d) List each addendum that may be issued

(3) The Contractor's Proposal dated _____and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
   (a) Negotiations summary dated _____.

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

CONTRACTOR:	PURCHASING AGENCY:
By:_____	By:_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
Title:_____	Title:_____

SAMPLE

ATTACHMENT D

James Madison University

Information Technology Services Addendum

CONTRACTOR NAME: _____

PRODUCT/SOLUTION: _____

Definitions:

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

1. **Rights and License in and to University Data:** The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use the data as provided in the Agreement solely for the purpose of performing its obligations hereunder. The Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property.

2. **Disclosure:** All goods, products, materials, documents, reports, writings, video images, photographs, or papers of any nature including software or computer images prepared or provided to the Contractor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.

3. **Data Privacy:**
   a. Contractor will use University Data only for the purpose of fulfilling its duties under the Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by law.
   b. University Data will not be stored outside the United States without prior written consent from the University.
   c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under the Agreement. The Contractor will ensure that the Contractor's employees, and subcontractors when applicable, who perform work under the Agreement have received appropriate

instruction as to how to comply with the data protection provisions of the Agreement and have agreed to confidentiality obligations at least as restrictive as those contained in this Addendum.

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

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

4. **Data Security:**

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

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

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

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

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

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

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

c. Contractor will maintain an uptime of 99.99% or greater as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster

recovery planning and implementations, excluding regularly scheduled maintenance time.

6. **Employee Background Checks and Qualifications:**
    a. Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Agreement including but not limited to all terms relating to data and intellectual property protection.
    b. If the Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, the Contractor shall perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

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

8. **Requests for Data, Response to Legal Orders or Demands for Data:**
    a. Except as otherwise expressly prohibited by law, Contractor will:
        i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
        ii. consult with the University regarding its response;

iii. cooperate with the University's requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
iv. Upon the University's request, provide the University with a copy of its response.

b. Contractor will make itself and any employees, contractors, or agents assisting in the performance of its obligations under the Agreement, available to the University at no cost to the University based upon claimed violation of any laws relating to security and\or privacy of the data that arises out of the Agreement. This shall include any data preservation or eDiscovery required by the University.
c. The University may request and obtain access to University Data and related logs at any time for any reason and at no extra cost.

9. **Data Transfer Upon Termination or Expiration:**
   a. Contractor's obligations to protect University Data shall survive termination of the Agreement until all University Data has been returned or securely destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.
   b. Upon termination or expiration of the Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 60 days of termination of the Agreement. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
   c. In the event that the University requests destruction of its data, Contractor agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University.
   d. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Contractor will also provide, as applicable, a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new service, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

10. **Audits:**
   a. The University reserves the right in its sole discretion to perform audits of the Contractor to ensure compliance with the terms of the Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
   b. If Contractor must under the Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, Contractor will at its expense conduct or have conducted at least annually a(n):

i. American Institute of CPAs Service Organization Controls 2 (SOC 2) audit, or other independent security audit with audit objectives deemed sufficient by the University, which attests to Contractor's security policies, procedures, and controls. Contractor shall also submit such documentation for any third-party cloud hosting provider(s) they may use (e.g. AWS, Rackspace, Azure, etc.) and for all subservice providers or business partners relevant to the Agreement. Contractor shall also provide James Madison University with a designated point of contact for the SOC reports and risks related to the contract. This person shall address issues raised in the SOC reports of the Contractor and its relevant providers and partners, and respond to any follow up questions posed by the University in relation to technology systems, infrastructure, or information security concerns related to the contract.

ii. vulnerability scan of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement; and

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

c. Additionally, Contractor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Agreement. The University may require, at University expense, the Contractor to perform additional audits and tests, the results of which will be provided promptly to the University.

11. **Compliance:**

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

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

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

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

JAMES MADISON UNIVERSITY		**CONTRACTOR**	
SIGNATURE:	_____	SIGNATURE:	_____
PRINTED NAME:	_____	PRINTED NAME:	_____
TITLE:	_____	TITLE:	_____
DATE:	_____	DATE:	_____

REV. January 30, 2019

ATTATCHMENT E

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

AGENCY NAME: **James Madison University**

CONTRACTOR NAME: _____

DATE: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This contract 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** _____

Title _____ **Title** _____

Printed Name _____ **Printed Name** _____

April. 2017