JMU

JAMES MADISON
UNIVERSITY.

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. <u>UCPJMU5746</u>

This contract entered into this 18th day of March 2020, by ARMS Software hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From March 18, 2020 through March 17, 2021 with nine (9) one-year renewal options.

The contract documents shall consist of:

    (1)   This signed form;

    (2)   The following portions of the Request for Proposal CMJ-1062 dated October 16, 2019:
        (a)   The Statement of Needs,
        (b)   The General Terms and Conditions,
        (c)   The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;

    (3) The Contractor's Proposal dated October 29, 2019 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
        (a)   Negotiations Summary, dated March 18, 2020
        (b)   ARMS Software, LLC. Order Form, dated March 11, 2020
        (c)   Commonwealth of Virginia Agency Contract Form Addendum To Contractors Form, dated October 29, 2019, which shall govern in event of conflict
        (d)   Information Technology Services Addendum, dated February 24, 2020

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

CONTRACTOR:

By: _____
(Signature)

Michael Hurt
(Printed Name)

Title: **CEO**

PURCHASING AGENCY:

By: _____
(Signature)

Colleen Johnson
(Printed Name)

Title: Buyer Specialist

Rev. 10/14/09

1. Contractor agrees that this Negotiation Summary modifies the Contractor's response to RFP# CMJ-1062.

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

Item #	Product	Fee
1	Annual ARMS Subscription for James Madison University Athletics. Annual Subscription includes unlimited use of ARMS Web and Mobile for entire Athletic Department – Year 1.	$30,000.00
2	ARMS Initial Setup Fee (One Time Fee at Contract Inception	$10,000.00
3	Annual ARMS Subscription Fee – Optional Year 2	$30,000.00
4	Annual ARMS Subscription Fee – Optional Year 3	$30,000.00
	Total Year 1	**$40,000.00**
	Total Year 2	**$30,000.00**
	Total Year 3	**$30,000.00**

a. ARMS shall agree to allow for up to 9 one-year renewal terms. Additionally, ARMS shall guarantee the annual pricing specified above in the pricing table for a period of three (3) years (Base Year + 2 Additional Option Years). Starting with optional renewal 3 of 9 (Year 4), all price increases shall not exceed 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 (see RFP CMJ-1062, Section VIII. Special Terms and Conditions, Subsection F. Renewal of Contract.)

b. For the term of the Agreement between ARMS and James Madison University, the university will receive all updates and upgrades to the system at no additional cost.

c. Importing data into ARMS via either automated import or manual imports shall be included without additional cost to the University.

d. All training, including travel, via web or on premises, shall be included without additional cost to the University.

e. Customizations to email template design, reports, custom fields, and forms/workflow by ARMS Software, as outlined in the proposal, shall be included in the subscription cost without additional cost to the University.

3. The following changes are mutually agreed to in regards to the terms and conditions of RFP# CMJ-1062:

    a. RFP Special Term and Condition VIII.B. Cancellation of Contact is here by deleted and replaced with the following termination language, also located in the ARMS Order Form Terms and Conditions Section 5.1. of Term and Termination.

        i. Term and Termination of Order Form. If the Commonwealth or Contractor materially breaches the terms of an Order Form, and such breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party, then the other party may, by giving written notice of termination to the breaching party, terminate the applicable Order Form and/or this Agreement; provided, however, that no cure period will be required for a breach of Section 6 Continuing Business of the Contractor Order Form Terms and Conditions. In the event of cancellation by the Commonwealth due to Contractor un-remedied breach, Contractor shall promptly refund all prepaid unused fees from the date that notice of breach was given by the Commonwealth. The termination of an individual Order Form will not terminate any other Order Form or this Agreement unless otherwise specified in the written notice of termination. Without prejudice to any other right or remedy of the Contractor, in the event either party terminates an Order Form, the Commonwealth will pay ARMS for all Purchased Services provided up to the effective date of termination.

4. The Contractor acknowledges it has reviewed and shall adhere to the Complementary User Entity Controls listed in the SOC 2 report for each of its subservice providers including, but not limited to, Amazon Web Services and Twilio SendGrid.

5. Contractor agrees that all exceptions taken within their initial response to RFP# CMJ-1062 regarding General Terms and Conditions or Special Terms and Conditions that are not specifically addressed within this negotiation summary are null and void.

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

ARMS SOFTWARE, LLC
ORDER FORM

808 Moorefield Park Drive, Suite 250
Richmond, VA 23236
804-325-1460 | www.armssoftware.com

ARMS

CONTRACT INFORMATION

Client information		ARMS Software Sales Representative:	
University Name:	James Madison University (Athletic Department) ("**Client**" or "**you**")	Kelly Underwood	
Contact Name:	Colleen Johnson, Buyer Specialist	Telephone:	804-325-1458
Telephone:	(540) 568-3137	Fax:	866-584-5108
Fax:	(540) 568-7935	Email:	sales@armssoftware.com
Email:	johns9cm@jmu.edu		
Order Form Information		**Additional Terms**	
Order Form Reference #	C11988	Payment Terms: Net 30 from invoice receipt	
Order Form Effective Date:	March 18, 2020		
Order Form Expiration Date:			

PURCHASE SUMMARY

Subscription Services				
Item #	Product	Term Start Date	Term End Date	Fee
1	Annual ARMS Subscription for James Madison University Athletics. Annual Subscription includes unlimited use of ARMS Web and Mobile for entire Athletic Department – Year 1.	March 18, 2020	March 17, 2020	$30,000.00
2	ARMS Initial Setup Fee (One Time Fee at Contract Inception	N/A	N/A	$10,000.00
3	Annual ARMS Subscription Fee – Year 2	TBD	TBD	$30,000.00
4	Annual ARMS Subscription Fee – Year 3	TBD	TBD	$30,000.00
		Total Year 1		**$40,000.00**
		Total Year 2		**$30,000.00**
		Total Year 3		**$30,000.00**

1. Includes one (1) Annual Onsite, in-person training for Client personnel and unlimited virtual training and support for Client personnel. Also includes setup of Client data into ARMS. ARMS does not charge additional fees for training.

2. ARMS will invoice Client for the Initial Setup Fee and Year 1 Subscription upon contract inception. ARMS will invoice each subsequent year individually for payment at the Term Start Date of each year.

3. ARMS understands Section VIII. Special Terms and Conditions, Subsection F. Renewal of Contract. This states that the contract can be renewed for up to 9 additional annual terms. ARMS will guarantee the annual pricing specified above in the pricing table for a period of 3 years (Base Year + 2 Additional Option Years). Beginning in Option Year 3, ARMS and JMU will utilize the price increase structure as stated in Section VIII.F of the RFP. ARMS will not provide a reduction in price over the entire 10 year term of the Agreement (Base Year + 9 Option Years).

To purchase, please complete the electronic signature process from which this contract was sent or sign below and send a scanned pdf file of this Order Form by e-mail to contracts@armssoftware.com.

Each party has executed this Order Form by its duly authorized representative.

Client	ARMS Software, LLC
[signature]	*[signature]*
Signature	Signature
Colleen Johnson	**Michael Hurt**
Printed Name	Printed Name
Buyer Specialist	**CEO**
Title	Title
3/19/2020	**03/19/2020**
Date	Date
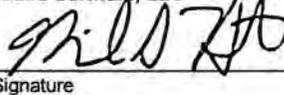
TERMS AND CONDITIONS

1. **Scope of Agreement**

   1.1. **Purchased Services.** "Purchased Services" means Services that Client or Client's Affiliates purchase under an Order Form, as distinguished from those provided pursuant to a free trial. ARMS shall make the Purchased Services available to Client pursuant to this Agreement and the relevant Order Forms during a subscription term. Client agrees that Client's purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by ARMS regarding future functionality or features.

2. **Obligations of the Parties**

   2.1. **ARMS Responsibilities.** ARMS shall: (i) provide ARMS's basic support for the Purchased Services to Client at no additional charge, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which ARMS shall give at least 8 hours notice via the Purchased Services, or (b) any unavailability caused by circumstances beyond ARMS's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving ARMS employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

   2.2. **Users.** "Users" means individuals who are authorized by Client to use the Purchased Services, for whom subscriptions to a Purchased Service have been ordered, and who have been supplied user identifications and passwords by Client (or by ARMS at Client's request). Users may include but are not limited to Client employees, consultants, contractors and agents, and third parties with which Client transact business.

   2.3. **Client Responsibilities.** Client shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Client Data and of the means by which Client acquired Client Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify ARMS promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. Client shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

   2.4. **On-Site Obligations.** If ARMS personnel are working on Client's premises (a) Client will provide a safe and secure working environment for ARMS personnel, and (b) ARMS will comply with all reasonable workplace safety and security standards and policies, applicable to Client's employees, of which ARMS is notified in writing by Client in advance.

3. **Payment**

   3.1. **Fees and Expenses.** Client shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. Fees are stated in United States Dollars, must be paid in United States Dollars, and, unless otherwise specified in writing, do not include out-of-pocket expenses or shipping costs. **Overdue Charges.** If any charges are not received from Client by the due date, then at ARMS's discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) ARMS may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 3.4 (Invoices).

   3.2. **Suspension of Service and Acceleration.** If any amount owing by Client under this or any other agreement for ARMS services is 30 or more days, ARMS may, without limiting ARMS's other rights and remedies, accelerate Client's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend ARMS's services to Client until such amounts are paid in full. ARMS will give Client at least 7 days' prior notice that Client's account is overdue, in accordance with Section 11.1 (Notices), before suspending services to Client.

   3.3. **Payment Disputes.** ARMS shall not exercise ARMS's rights under Section 3.1 (Overdue Charges) or 3.2 (Suspension of Service and Acceleration) if Client is disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

   3.4. **Travel Expenses.** All travel is included, at no additional cost to the University, in annual subscription cost.

   3.5. **Email Graphics Templates.** As part of this order form, ARMS will provide to Client the services to provide email graphics as follows:

      a. Client will provide all pictures or other associated graphics necessary for ARMS personnel to create email graphics templates.

   3.6 **Invoices.** If Client desires credit terms with respect to the payment of Fees, Client will reasonably cooperate with ARMS in establishing and periodically re-confirming Client's credit-worthiness. If credit terms are provided to Client, ARMS will invoice Client for the Fees upon ARMS's acceptance of the applicable Order Form and upon acceptance of any future order. Unless otherwise specified in an Order Form and subject to ARMS's approval of credit terms, Client will pay Fees and expenses, if any, no later than thirty (30) days from the receipt date of each invoice; provided, however, that Fees for professional services, training, training

credits and other service credits are due prior to delivery. Except as otherwise provided in this Agreement, any and all payments made by Client pursuant to this Agreement are non-refundable. ARMS reserves the right to suspend or cancel performance of all or part of the Services and/or change its credit terms if actual payment has not been received within thirty (30) days of the invoice receipt date.

3.7 Taxes. Client is a tax exempt organization.

4. **Proprietary Rights**

   4.1. Software. Each type of Software utilized as part of the Purchased Services is governed by a license grant or an end user license agreement, which license terms are contained or referenced in the appendices to this Agreement or the applicable Order Form.

   4.2. Marks. Unless expressly stated in an Order Form, no right or license, express or implied, is granted in this Agreement for the use of any ARMS, ARMS Affiliate, Client or third party trade names, service marks or trademarks, including, without limitation, the distribution of the Purchased Services utilizing any ARMS or ARMS Affiliate trademarks.

   4.3. Client Data. "Client Data" means all electronic data or information submitted by Client, or on behalf of Client by ARMS, to the Purchased Services. Subject to the limited rights granted by Client hereunder, ARMS acquires no right, title or interest from Client or Client's licensors under this Agreement in or to Client's Data, including any intellectual property rights therein.

   4.4. Suggestions. ARMS shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Client, including Users, relating to the operation of the Services.

5. **Term and Termination**

   5.1. Term and Termination of Order Form. If Client or ARMS materially breaches the terms of an Order Form, and such breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party, then the other party may, by giving written notice of termination to the breaching party, terminate the applicable Order Form and/or this Agreement; provided, however, that no cure period will be required for a breach of Section 6 of this Agreement. In the event of cancellation by Client due to ARMS un-remedied breach, ARMS shall promptly refund all prepaid unused fees from the date that notice of breach was given by the Customer. The termination of an individual Order Form will not terminate any other Order Form or this Agreement unless otherwise specified in the written notice of termination. Without prejudice to any other right or remedy of ARMS, in the event either party terminates an Order Form, Client will pay ARMS for all Purchased Services provided up to the effective date of termination.

   5.2. Survival. If this Order Form is terminated for any reason, Sections 3, 4, 5.2, 6, 7, 8, 9.2, 10, 11.1, 11.5-11.11, and 12 will survive Termination or Expiration of this Order Form.

6. **Continuing Business.** Nothing in this Agreement will preclude or limit ARMS from providing Purchased Services, software, materials, or other services for itself or other clients, irrespective of the possible similarity of such Purchased Services, software, materials or services to those that might be delivered to Client. The terms of confidentiality in Section 8 will not prohibit or restrict either party's right to develop, use or market products or services similar to or competitive with the other party; provided, however, that neither party is relieved of its obligations under this Agreement.

7. **Limitation of Liability and Disclaimer of Damages**

   7.1. Limitation of Liability. FOR ALL EVENTS AND CIRCUMSTANCES, ARMS AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL ORDER FORMS, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNTS RECEIVED BY ARMS DURING TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, WITH RESPECT TO THE PARTICULAR ITEMS (WHETHER PURCHASED SERVICES, SOFTWARE, OTHER SERVICES OR OTHERWISE) GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDERING DOCUMENT.

   7.2. Disclaimer of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR AN ORDER FORM, IN NO EVENT WILL ARMS OR ITS AFFILIATES BE LIABLE TO CLIENT OR ITS AFFILIATES FOR DAMAGES OTHER THAN DIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION: ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, REGULATORY NON-COMPLIANCE, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF ARMS OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR THESE DAMAGES WILL BE LIMITED AND EXCLUDED EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

8. **Confidentiality**

   8.1. Obligations. During the term of this Agreement, both parties agree that (i) Confidential Information will be used only in accordance with the terms and conditions of this Agreement; (ii) each will use the same degree of care it utilizes to protect its own confidential information, but in no event less than reasonable care; and (iii) the Confidential Information may be disclosed only to employees, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation to keep such information confidential using standards of confidentiality not less restrictive than those required by

this Agreement. Both parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information. "**Confidential Information**" means all information disclosed by either ARMS or Client ("**Disclosing Party**") to the other party ("**Recipient**") during the term of this Agreement that is either (i) marked confidential or (ii) disclosed orally and described as confidential at the time of disclosure and subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure.

8.2. Exclusions. Confidential Information will not include information which: (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the Disclosing Party without obligation of confidentiality; (ii) is known to the Recipient at the time of disclosure by the Disclosing Party; (iii) is independently developed by the Recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the Recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the Recipient; or (vi) is software code in either object code or source code form that is licensed under an open source license. The Recipient will not be prohibited from complying with disclosure mandated by applicable law if, where reasonably practicable and without breaching any legal or regulatory requirement, it gives the Disclosing Party advance notice of the disclosure requirement.

9. Representations and Warranties

9.1. General Representations and Warranties. ARMS represents and warrants that: (a) the Purchased Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Client..

9.2. Disclaimer of Warranty. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.1 OR BY A THIRD PARTY VENDOR DIRECTLY TO CLIENT UNDER A SEPARATE AGREEMENT, THE PURCHASED SERVICES ARE PROVIDED BY ARMS "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. ARMS DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE PURCHASED SERVICES WILL BE UNINTERRUPTED, COMPLY WITH REGULATORY REQUIREMENTS, BE ERROR FREE OR THAT ARMS WILL CORRECT ALL SOFTWARE ERRORS. FOR THE BREACH OF THE WARRANTIES SET FORTH IN SECTION 9.1, CLIENT'S EXCLUSIVE REMEDY, AND ARMS'S ENTIRE LIABILITY, WILL BE THE REPERFORMANCE OF DEFICIENT SERVICES, OR IF ARMS CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, CLIENT MAY TERMINATE THE RELEVANT PURCHASED SERVICES AND SHALL BE REFUNDED ALL PREPAID UNUSED FEES PER SECTOIN 5.1. Client agrees that it is solely responsible for the results obtained from the use of the Purchased Services.

10. Governing Law/Consent to Jurisdiction. The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the United States and of the Commonwealth of Virginia without giving effect to the conflicts of law provisions or principles thereof to the contrary. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of the courts of Richmond, Virginia and the United States District Court for the Eastern District of Virginia, Richmond Division and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations are enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.

11. Miscellaneous

11.1. Notices. Notices must be in English, in writing, and will be deemed given when delivered by hand or five (5) days after being sent using a method that provides for positive confirmation of delivery to the respective addresses or facsimile numbers indicated in an Order Form; provided that any notice from Client to ARMS includes a copy sent to: ARMS Software, LLC., Attention: Managing Partner, 808 Moorefield Park Drive, Suite 250, Richmond, VA 23236.

11.2. Assignment. This Agreement is binding on the parties to this Agreement and nothing in this Agreement or in any Order Form grants any other person or entity any right, benefit or remedy of any nature whatsoever, except for the parties' Affiliates as expressly provided in this Agreement. This Agreement is assignable by either party only with the other party's prior written consent, which will not be unreasonably withheld, conditioned or delayed.

11.3. Independent Contractor. ARMS is an independent contractor and nothing in this Agreement or related to ARMS's performance of any Order Form will be construed to create an employment or agency relationship between Client (or any Client personnel) and ARMS (or any ARMS personnel). Each party will be solely responsible for supervision, direction, control and payment of its personnel, including applicable taxes, deductions, other payments and benefits. ARMS may subcontract Services under an Order Form to third parties or Affiliates without the approval of Client; provided, however, that (a) subcontractors agree to protect Client Confidential Information, and (b) ARMS remains responsble to Client for performance of its obligations hereunder.

11.4. Force Majeure. Neither party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, hurricanes, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control.

11.5. Dispute Resolution. Each party agrees to give the other a written description of any problem(s) that may arise and to make a good faith effort to amicably resolve any such problem before commencing any proceeding. Notwithstanding the foregoing, either party may take any action reasonably required to protect such party's rights. No claim or action, regardless of form, arising out of this Agreement or an Order Form may be brought by either party more than one (1) year after the cause of action has accrued.

11.6. Headings. All headings contained in this Agreement are inserted for identification and convenience and will not be deemed part of this Agreement for purposes of interpretation.

11.7. Severability. If any provision of this Agreement is held invalid or unenforceable for any reason but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement.

11.8. Waiver. The delay or failure of either party to exercise any rights under this Agreement will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the party against whom such waiver is sought to be enforced.

11.9. Complete Agreement. This ARMS Order Form Agreement is hereby incorporated into contract UCPJMU5746, which includes the James Madison University Information Technology Services Addendum, and the Commonwealth of Virginia Agency Contract Form Addendum to Contractors Form which shall govern in the event of conflict. Each ARMS Order Form (a) is a separate agreement and is deemed to incorporate this Agreement, unless otherwise expressly provided in that Order Form; (b) constitutes the exclusive terms and conditions with respect to the subject matter of that Order Form, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Client to place orders or otherwise effect transactions under this Agreement. In the event of any conflict between this Agreement, any Order Form and any end user license agreement for Purchased Services, this Agreement will take precedence unless otherwise expressly provided in the Order Form. Notwithstanding any provision to the contrary in this Agreement, any applicable end user license agreement will be governed by the laws of the Commonwealth of Virginia and of the United States, without regard to any conflict of law provisions. Any claim relating to the provision of the Services by ARMS, its Affiliates or their respective personnel will be made against ARMS alone.

11.10. Amendment. Neither this Agreement nor any Order Form may be amended or modified except in a writing signed by the parties, which writing makes specific reference to this Agreement or the applicable Order Form.

11.11. Counterparts and Facsimile Signature. In the event this Agreement is executed with signatures, this Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same document. The parties may exchange signature pages by facsimile, electronic delivery of scanned document, or electronic signature and such signatures will be effective to bind the parties to all the terms contained in this Agreement.

12. Waiver of Jury Trial

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT.

9   Commonwealth of Virginia Agency Contract Form Addendum

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

AGENCY NAME: James Madison University   CONTRACTOR NAME: ARMS Software, LLC   DATE:10/29/2019

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 Limited Liability Company 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 _Buyer Specialist_   Title ___CEO___

Printed Name _Colleen Schuson_   Printed Name ___Michael Hurt___

April. 2017

8   JMU IT Services Addendum

ATTACHMENT D

James Madison University

Information Technology Services Addendum

CONTRACTOR NAME: **ARMS Software, LLC**

PRODUCT/SOLUTION: **ARMS Athletics Management Platform**

Definitions:

- <u>Agreement:</u> The "Agreement" includes the contract, this addendum and any additional addenda and attachments to the contract, including the Contractor's Form.
- <u>University:</u> "University" or "the University" means James Madison University, its trustees, officers and employees.
- <u>University Data:</u> "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.
- <u>Personally Identifiable Information:</u> "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.
- <u>Security Breach:</u> "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.
- <u>Service(s):</u> "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: _Colleen Johnson (signature)_	SIGNATURE: _Michael Hurt (signature)_
PRINTED NAME: _Colleen Johnson_	PRINTED NAME: **Michael Hurt**
TITLE: _Buyer specialist_	TITLE: CEO
DATE: _2/24/2020_	DATE: 10/29/2019
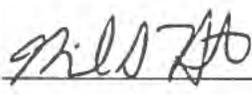
REV. January 30, 2019

ARMS

JMU
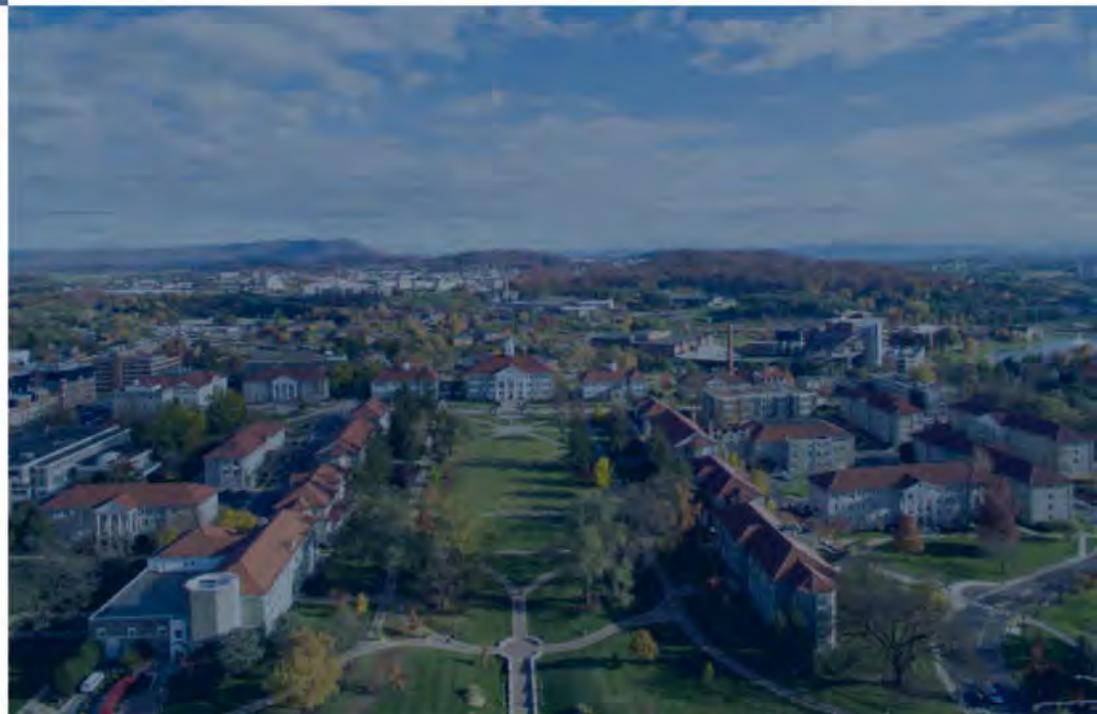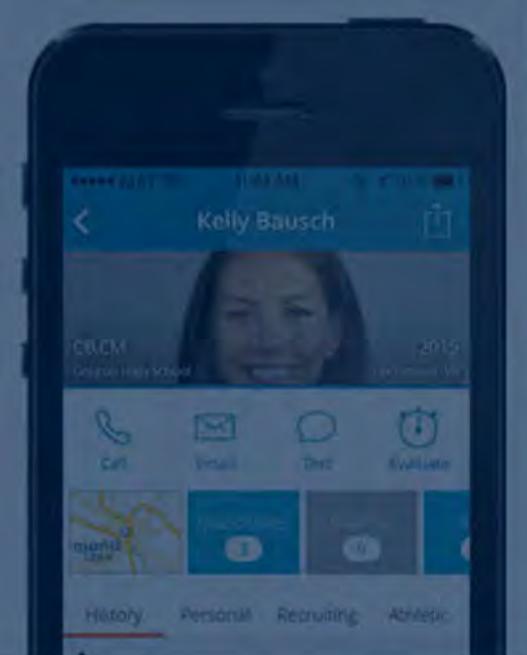
ARMS Software Proposal Response to James Madison University
RFP #CMJ-1062 – Athletics Recruitment Management System

November 14, 2019

ARMS Software, LLC
808 Moorefield Park Drive, Suite 250
Richmond, VA 23236
P: 804-325-1460

1   RFP Cover Sheet and Addenda Acknowledgements

REQUEST FOR PROPOSAL
RFP# CMJ-1062

Issue Date: October 16, 2019

Title: Athletics Recruitment Management System

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

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

Sealed Proposals Will Be Received Until <u>2:00 PM on November 14, 2019</u> for Furnishing The Services Described Herein.

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

All Inquiries For Information And Clarification Should Be Directed To: Colleen Johnson, Buyer Specialist, Procurement Services, johns9cm@jmu.edu; 540-568-3137; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED. In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

ARMS Software, LLC

808 Moorefield Park Drive, Suite 250

Richmond, VA 23236

By: _____
(Signature in Ink)

Name: Michael Hurt
              (Please Print)

Date: 10/29/2019

Title: CEO

Web Address: www.armssoftware.com

Phone: 804-325-1451

Email: mike.hurt@armssoftware.com

Fax #:   866-584-5108

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:
X YES; ☐ NO; *IF YES* ⇒⇒ X SMALL; ☐ WOMAN; ☐ MINORITY   **IF MINORITY**:   ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro – **ARMS Software, LLC's Commonwealth of Virginia SWAM Certification # is 697899.**

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

2 Plan for Meeting Statement of Needs in Section IV of RFP

2.1 General Overview

ARMS Software fully meets and far exceeds all of the requirements stated within James Madison University's (JMU) Bid documents for RFP #CMJ-1062 - Athletics Recruitment Management System. ARMS has executed all of the appropriate documents as it pertains to the RFP.

ARMS is in agreement with all of the terms of the RFP except for the following:

1. ARMS wishes to strike the sentence from Section VIII. Special Terms and Conditions, Part B. Cancellation of Contract that states the following: "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." ARMS requests that this sentence be stricken from any resultant contract executed with JMU. ARMS is in agreement with normal termination policies and the contract mechanism that JMU is requesting (annual terms with renewals), but ARMS does not accept Termination for Convenience clauses in its agreements. This has not been an issue across more than 200+ contracts with universities across the country and JMU is protected by the resultant contract on an annual basis or for ARMS default of the contract.

ARMS Software, LLC (ARMS) is pleased to provide this proposal to JMU Athletics for ARMS Software's flagship product called ARMS. **ARMS is, by far, the best-suited partner to provide these products and services to JMU. ARMS currently works departmentally with over 250 institutions across the country including five (5) of the ten (10) current full member institutions in the Colonial Athletic Association. ARMS also currently works departmentally with nine (9) of the ten (10) Associate Members of the Colonial Athletic Association.** ARMS is the only Process Automation company that provides these services along with a full suite of automation products for the entire athletic department (further information can be found throughout this proposal). The ARMS team also has extensive, industry leading experience within the university athletic department setting, having served in management roles of universities and athletic departments including NCAA athletics compliance, fundraising, recruiting coordinators, coaches, and other management roles. ARMS personnel have also served as board members of university boards of trustees, endowment foundations and university athletic department foundations. Through these experiences, the ARMS team is bringing this first-hand experience and technology expertise to forge a new future for university athletic departments with its flagship product called ARMS, currently used within over 200 NCAA member institutions and growing on a daily basis.

Figure 2.1 – Only Consolidated Platform to Address All Needs of Athletics Department in Single Solution

ARMS Software Company History

ARMS Software was established in December 2011 with the mission of serving college athletic departments with the only truly enterprise software solution in the industry. Over the past 8 years, ARMS has become the de-facto standard for college athletics management software. ARMS has built its entire client base of over 200+ university athletic departments with this mission in mind and the ARMS product and its services are 100% university athletic department based. ARMS will demonstrate throughout this proposal, the value proposition that JMU will receive by contracting with and utilizing the ARMS system.

ARMS is constantly reinvesting into its product, as its release of new functionality and research and development activities occur on a constant basis. ARMS has continually invested back approximately 40% of its revenue on research and development activities and expects to budget this amount of re-investment into its products on an ongoing basis year after year.

Overview of ARMS Approach and Benefits

ARMS is a web-based, fully hosted, software as a service (SaaS) solution that will help the JMU athletic department to meet the overall goals of the university's strategic plan through automation and control. ARMS will not only meet the requirements of the RFP, but also vastly exceed them. JMU will receive the following benefits from the ARMS product to name a few:

- Increased operational efficiencies across the entire department.
- Simplified and proactive departmental communication, scheduling, and compliance management.
- Industry leading recruiting tools with customizable, easy to use web-based and mobile evaluation tools.
- Simplified and proactive recruiting management.
- One single integrated solution for coaches, administrators, and other staff to aggregate the intense data-driven tasks of managing the functions of the department.
- Full lifecycle management of student athletes from camper to recruit to alumni.
- Seamless integration and automation of regulatory and internal process workflows to reduce paperwork, improve communication, and eliminate, over time, the need for paper-driven processes.

The ARMS software product was designed to solve the issues that athletic departments like JMU face within the competitive and ever-evolving world of NCAA athletics. The benefit that ARMS provides to JMU is a key set of tools to create positive results on and off the field for the JMU administration, coaches, student athletes, alumni, donors, and the entire university community. ARMS is ever evolving and the company's management is committed to continually moving the product forward with new functionality as the competitive and regulatory environment changes. This necessary evolution is the reason that ARMS is designed around a hosted, SaaS model where its clients, like JMU, will receive the benefit of a company and a product that will seamlessly transform as the landscape of NCAA athletics and technology changes.

ARMS is truly a "game changing" technology product for NCAA institutions. Though there have been many software products in the industry for the past several years, ARMS is the first product to provide end-to-end communications within the entire department while providing the absolute best of breed recruiting, compliance, academic tracking, financial aid, alumni/donor fundraising management, and business process workflow management to truly integrate the entire athletic ecosystem through one product. This proposal will illustrate how ARMS provides the best solution in the industry and will completely exceed the expectations of JMU now and in the future.

2.2   Value and Outcomes Delivered to the University

ARMS has already described many of its benefits above in more detail, but even more importantly, ARMS has become the defacto standard for excellence in college athletics management through the use of software. The ARMS team has been revolutionizing Athletics Software for the past 7+ years and continues to evolve and further the industry on a continuing basis. As JMU will understand when it contacts any ARMS Client, the ARMS Customer

Success Team has set a new standard for excellence in support of its product and JMU will understand new levels of success of athletic department automation, control, and accountability like it has never seen before. The ongoing outcome for JMU Athletics will be creating even greater success by utilizing the most powerful yet simplistic technology available in the athletics industry.

2.3   ARMS Product Overview

2.3.1   Product Modules

In order for JMU to fully understand the capabilities of the ARMS product, it is important to delineate the ARMS modules at a high level. Figure 1.2 below, depicts the different ARMS modules that are included within the base product as outlined within this proposal. It should be noted that each of the modules of the product allow for full scale communications tracking, active dialog between users of the product across the department, and provide for holistic activity tracking and monitoring for archival of all activities throughout the entire department. Further information can be provided and demonstrated by ARMS upon request by the client, but ARMS has also included an ARMS Product section as the last section of this proposal for further details. Other modules and expansion of the existing ARMS Modules are constantly developed and expanded on an ongoing basis in the ARMS product lifecycle. The descriptions are not an all-inclusive listing of functionality, but will provide JMU with an understanding of the large amount of depth and breadth of functionality that is provided within ARMS.

ARMS Recruiting

- **Full Lifecycle Contact Management** – Full scale recruiting platform that includes full-lifecycle tracking of athletes from camper to recruit to student athlete to alumni/donor.
- **Integrated Communications** – Central hub for real-time individual or mass communications with all contacts in the system.
- **Collaboration** – Provides a platform for social communications between coaches within a given sport and other administrators within the entire department.
- **Preemptive Monitoring and Alerting** – Real-time preemptive tracking, monitoring, and alerting concerning communications as the NCAA rules are applied through the ARMS rules engine.
- **Flexible Evaluations** – Allows coaches to evaluate prospects, categorize them seamlessly, and provides the most customizable, easy to use prospect evaluation tool in the industry.
- **Most Thorough and Customizable "Big Board" in the Industry** – Manage and customize your big board seamlessly in ARMS Recruiting for single view administration of recruits.
- **Integrated Video Evaluation** – ARMS integrates video evaluation like no other tool directly within ARMS.
- **Academic Tracking** – Ability to track academic information, important recruit relationships, photos and videos, and track any issues that may be pertinent to the specific recruit.
- **Data Import/Export** – Ability to import and export data from or to .csv and .xls formats.
- **Online Questionnaires** – Ability to generate custom questionnaires and mass email, individual email, or publish to the web for recruiting, camps, etc.
- **High School and Club Teams** – Provides valuable tools for tracking any types of teams, i.e. club teams, travel teams, high school teams, junior college teams, etc.
- **Tournaments** – Monitor and track tournaments and other recruiting events and populate those events with specific teams and/or recruits.
- **Real-Time Search** – Industry leading search features provides ability to get instantaneous results within a few clicks of the mouse without the burden of typing information and waiting for page loads.
- **Groups** – Ability to create and manage groups of recruits for mass communication or pertinent tracking purposes.

- **Smart Groups** – Ability to create powerful "smart groups" that will shrink and grow as new recruits are added and removed.

ARMS Compliance

- **Real-time Monitoring** – Real-time monitoring capabilities of all activities within the department.
- **Consolidated and Detailed Views** – Ability to see summary and detail information of all activities including all communications at a granular or coarse-grained view, i.e. at a contact, sport, sub-department, or full departmental level through a simple interface.
- **Search** – Seamless "smart search" capabilities on any information within the system including recruiting, team management, contacts, etc.
- **Collaboration** – Provides a platform for social communications between administrators to communicate at any level within the entire department.
- **Preemptive Alerts** – Preemptive alerts of possible violations at a granular or coarse-grained view and ability to mark mistakes like "dropped calls" as non-violations.
- **NCAA Regulatory Paperwork** – Ability to propagate, process, approve, and generate complete NCAA regulatory paperwork and forms including automated call logs, practice logs, etc.
- **Automatic Aggregation** – Provides a complete aggregation of all departmental data through one system, i.e. it is not necessary to manually aggregate any data via spreadsheets or paper.
- **Data Import/Export** – Ability to export and import data from and to .csv or .xls formats.
- **Customizable Workflows** – Ability to generate forms, customize workflows, and set customized approval frameworks for automated processing of compliance related matters.
- **Reporting** – Real-time reporting of standard and customizable reports.
- **Academics** – Ability to review and preemptively track academic information concerning recruits and current student athletes.
- **ARMS Financial Aid** – Allows the ability to track all facets of financial aid tracking both current and historical. Deals with all facets of financial aid including athletics and other including autonomy legislation for total cost of attendance, etc.
- **ARMS Eligibility** – ARMS provides the most robust toolsets in the industry to track initial and continuing eligibility as well as progress towards degree from both a current and historical basis.
- **ARMS Complimentary Ticketing** – ARMS allows for both request and compliance management and administration of complimentary ticketing for events. Includes the ability to manage the lists and ticketing management functions associated with complimentary admissions.
- **Automated CARA Management and Pre-emptive CARA Violation Management** – Seamlessly manage CARA calendars and automate approvals seamlessly via ARMS CARA Management.
- **The ONLY Time Holistic Time Management software solution in the industry that completely automates the new Autonomy Off Day Legislation** – ARMS completely automates the process of tracking additional off (rest) day requirements and communicates with Student Athletes, staff, coaches, and other administrators for full compliance for all time management activities.
- **Eligibility and Financial Aid** – ARMS provides simplistic views for administrators, coaches, and other personnel to understand eligibility information and financial aid information.
- **Paperless Department** – Ability to move towards a truly "paperless" compliance department through the use of industry leading tools.

ARMS Team and Roster Management

- **Roster Management** – Interface to manage the full roster and track all information associated with student athletes.
- **Mass Communications** – Provides the communications hub to mass communicate or communicate individually with student athletes via phone, text, or email.
- **Practice and Game Schedules** – Ability to track practice and game schedules including practice plans, practice logs, etc.
- **Workflows** – Ability to assign workflows to full roster or individual student athletes, as necessary, e.g. in-processing paperwork for student athletes.
- **Academics and Financial Aid** – Ability to track all academic and financial aid information and other pertinent information concerning the student athlete and communicate with others within the department, e.g. academic coordinators, compliance, AD, etc.
- **Eligibility and Financial Aid** - – ARMS provides simplistic views for administrators, coaches, and other personnel to understand eligibility information and financial aid information.
- **Departmental Integration** – Ability to track schedules and seamlessly integrate and communicate with other users like facilities, training, medical, academics, strength and conditioning, etc.

ARMS Department, Workflow Management, & ARMS Decision Engine

- **Improved Quality and Efficiency** – Create the most efficient, paperless department possible to eliminate human error and provide preemptive tracking of all processes within the department.
- **Workflow Management Defined** – While others try to state that they have workflow management, ARMS Workflow is the only "TRUE" workflow solution in the industry. ARMS was the inventor of Workflow and is the evolutionary vendor for automated workflow in the athletics industry.
- **Online Forms** – Seamless interfaces to utilize automated form submissions, reviews, approvals, etc.
- **Cross Department Integration** – Shared views, workflows, and reporting to allow sub-departments to access information, including Facilities, Medical/Training, Equipment, Academics, Business Office, etc.
- **Custom Forms Creation** -- Ability to create custom departmental and/or regulatory forms for use within the entire department or sub-department.
- **Department Defined Approval Processes** -- Ability to customize and automate specific departmental workflow/approval processes on forms or sets of forms through a simple to use interface.
- **Workflow Forms Hub** -- Ability to view and report on workflows in process and view individuals who need to complete important processes.
- **Workflow Communication** -- Ability to communicate through a social interface concerning specific activities with specific people or groups of people.
- **Automated Approval Queues** – Managers and other approvers see workflow approvals in one place for simple administration.
- **Workflow Notifications** -- Automated notifications via web interface or mobile device.
- **Integrated Decision Engine** – ARMS has the only Decision Engine in the athletics industry that allows University athletic departments to automate control of automating processes through simple configurations, automatically create tasks, update appropriate information within profiles, and automate communication and notifications when certain events occur within the system.

ARMS Fundraising and Development

- **Contact Management** – Complete real-time contact management suite for alumni, donors, and prospects.
- **Student Lifecycle** – Retain complete historical activities and communications associated with former student athletes

from camper to donor for powerful targeted marketing opportunities.

- **Mass Communications** – Provides the communications hub to mass communicate or communicate individually with alumni, prospects, and donors via phone, text, and email with complete tracking.
- **Activity History** – Provides complete activity history of all activities associated with alumni, donors, and prospects, e.g. communications, giving history, etc.
- **Collaboration** – Ability to communicate within the department at any level via a social interface concerning any contact, communication, activity, etc.
- **Workflow Integration** – Assign and propagate workflows to complete revenue generation activities.
- **Data Import/Export** – Import and export data from and to .csv or .xls formats.
- **Search** – Industry leading search features provides ability to get nearly instantaneous results within a few clicks of the mouse without the burden of typing information and waiting for page loads.
- **Groups** –Create and manage groups of alumni, donors, or prospects for mass communication or pertinent tracking purposes.
- **Saved Searches** – Create powerful "smart groups" that will shrink and grow as new prospects are added and removed that is great for campaign management.
- **Security** – Customizable security to allow AD, Associate AD of Finance, and/or others to view real-time summary or detail prospect information, as needed.
- **Reporting** – Real-time reporting capabilities to report on different facets of fundraising.

ARMS Camps – Total Camps

- **Camp Web Sites** – Simple interface to create camp web site information, bios on coaches, FAQs, header and footer descriptions, etc. and ability to publish this information to camp branded web site.
- **Self Publish** – Simple interface to create individual camp information and ability to instantaneously publish information to public web site for registration of users.
- **Manage Event Listings** – Complete listing and management of camp registration information.
- **Online Registrations** – Registrations completed within the system with credit payment processing included.
- **Recruiting Integration** – Campers are instantaneously entered into the recruiting system as campers so no double entry of information is required.
- **Data Import/Export** – Ability to import and export data from and to .csv or .xls files.
- **Financial Reporting** – Tracking of financial data and deposit into client bank account for camp fees.
- **No Upfront Costs** – No additional cost for the camp module. The ARMS fee is a transaction fee charged to the registrant on top of camp fees for processing.

ARMS Team Communications, Calendar, and Scheduling

- ARMS is the only software company in the industry that provides its plethora of services as well as a complete team communications and scheduling platform.
- Two-way, real-time chat with individual student athletes, staff, etc. on both Web and Mobile
- Two-way, real-time chat with groups of student athletes, staff members, etc. on both Web and Mobile
- Ability to Send Messages as Group "Announcements", i.e. Bulk Individual Messaging with Individual Replies if Wanted
- Ability to Send Messages as Group Messages, i.e. Bulk Messaging with Replied to Entire Group if Wanted
- Complete Archive of All Conversations and Announcements
- Track deliveries, reads, replies, etc. through a robust interface.

- Consolidated Calendar on both Web and Mobile.
- Configurable Automated Calendar Notifications
- Notifications for Change in Schedule or Calendars
- Ability to Attach Itineraries, Files, or Any Other Types of Information to Calendar Events
- Access to All Schedule Items Including Attachments to Events in Real-Time Instantaneously on Web or Mobile.
- Calendar Completely Integrated with Playing Seasons, CARA, Time Management Legislation, Complimentary Tickets, etc.
- Ability to View and Secure Schedules by Sport, Sub-organization, Individuals, etc. to Determine Availability of Individuals or Groups of People
- Ability to Simply Upload Class Schedules, Competition and Practice Schedules, and other Schedule Items via Direct Upload through ARMS
- Ability to Require "Check-Ins" for Different Events (like Class Check-In that is Completely Configurable
- Simple, Intuitive Native Mobile Interface for Completing Check-Ins with Direct Interface to GPS for Location Mapping During Check-In
- Sophisticated Management Screen to Administer Check-Ins and Location Mapping of Check-Ins by Group, Individual, Day, Week, Month, Event Type, etc. to Ensure Appropriate Analysis and Reporting of Check-In Data
- Many Others

ARMS Mobile

- Multi-Platform – Native Mobile Applications for iOS Devices (iPhone & iPad) and Android. Available via free download from Apple App Store and Google Play.
- Complete Platform – Full-scale ARMS Recruiting, Team Management, Department Management, Student Athlete Management, etc. Only mobile platform in the industry to allow for complete administration on mobile just like the web.
- Only Offline Access in the Industry – Not connected to Wi-Fi or Mobile Network? Working on an airplane or other area with no connection? No worries because ARMS Mobile works seamlessly in offline mode and syncs automatically when reconnected to network.
- Mobile Evaluations Including Voice Evaluations – Conduct custom evaluations at the field, on the court, at camp, etc. Talk evaluations directly into the phone and record for entire staff to view.
- Mobile Big Board Management – Manage and customize your big board on the mobile device either in online or offline mode. Seamlessly integrates the big board across web and mobile platforms.
- Mobile High School and Club Team Management – Manage, customize, and evaluate via high school or club team directly from ARMS Mobile.
- Mobile Tournament Management – Manage, customize, and evaluate at tournaments directly through ARMS Mobile.
- Picture and Video Management – Manage and search for pictures and manage videos of recruits, student athletes, etc. through ARMS Mobile.
- Mobile Group or Individual Text Management – Text your entire team, individual student athletes, coaches, staff, etc. through ARMS Mobile. For programs that are allowed to text, conduct individual or group texting of recruits through ARMS Mobile.
- Integrated Pre-emptive Compliance – Receive compliance warnings before a mistake is made in communications, scheduling, etc.
- Mobile Recruiting Calendar – View and manage the recruiting calendar on the mobile device. Viewable by the entire

coaching staff if wanted.

- **Call and Email Directly from the Mobile Device** – Individual or bulk emailing, place calls directly from mobile app and have them directly logged for seamless reporting.
- **View All Activities for Individuals Directly within Mobile Profile** – View all communications, activities, evals, etc. within the personal profile of a recruit, student-athlete, etc.
- **Manage Related Contacts like Coaches, Family Members, etc.** – View all related contacts and seamlessly communicate with these individuals via mobile.
- **Recent Activity Views** – View the activity of the entire coaching staff in a single mobile view.
- **By far, the most complete Mobile Platform in the Industry.**

Figure 2.2 – ARMS Product Module Overview

2.4   Specific Answers to Questions Stated in Section IV. Statement of Needs in the RFP

James Madison University is seeking a web-based internet recruiting and compliance management system (further referred to as "system") that will be used by all 18 sports programs at the University. Contractor shall provide all related software, professional services, implementation services, training, and staff for their offered systems(s). 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, the compliance office, and other university constituents. It is expected that any proposed system will already be fully developed, tested, used in similar education units, offered publicly for sale and available immediately for installation. For this project, the University is not interested in a custom developed system.

Describe in detail the manner in which each item is addressed by the system. Proposed systems will integrate with the systems as listed in the background statement.

2.4.1   Application Functionality

2.4.1.1   Describe the system available from both the system administration and end user view.

ARMS is a Software as a Service (SaaS) platform that is available in both web and mobile. ARMS Web is available from any modern web browser on any device with an internet connection. ARMS Mobile is a set of native mobile applications that is available for both iOS and Android platforms and is available in the applicable app store. All users interface and administrators interface with the system utilizing the same interface.

Please see Section 11. The ARMS Product of this proposal for a vast amount of details concerning ARMS.

2.4.1.2   Describe the system's ability to actively monitor NCAA rules as they pertain to recruiting, eligibility, awards & benefits, and playing and practice seasons.

ARMS actively monitors all activities in the system as it pertains to all of the areas listed above on a preemptive basis and also provides a portal for tracking warnings, possible violations, and reporting and monitoring of any compliance activities in ARMS Compliance.

Please see Section 11.4. ARMS Compliance within the ARMS Product section of this proposal for a great amount of detail to understand how ARMS manages NCAA rules and compliance as a whole.

2.4.1.2.1 Describe the system's ability to log related activities.

ARMS logs all related activities as it pertains to compliance. Please see Section 11.4. ARMS Compliance within the ARMS Product section of this proposal for a great amount of detail to understand how ARMS manages NCAA rules and compliance as a whole.

2.4.1.2.2 Describe the system's ability to flag or provide warnings related to regulations to users and system admins.

ARMS provides preemptive warnings concerning NCAA compliance for many different types of activities in the system. Please see Section 11.4. ARMS Compliance within the ARMS Product section of this proposal for a great amount of detail to understand how ARMS manages NCAA rules and compliance as a whole.

2.4.1.3 Describe the system's ability to have multiple users (sports medicine, coaches, academics) input information into a student-athletes profile.

ARMS utilizes an open nomenclature role-based security model to allow its clients to determine who has specific access to specific areas of the system. Given the appropriate security role, any user of the system has the ability to input, view, and report on any data associated with Student Athletes within the profile. Please see Section 11. The ARMS Product later in this proposal for details.

2.4.1.4 Describe the system's workflow capabilities.

ARMS Workflow is the most powerful, flexible, and efficient process automation tool in the athletics industry. As a matter of fact, it is the only true process automation workflow tool in the athletics industry today. ARMS Workflow and the ARMS Decision Engine gives athletic departments the ability to automate any process in the department. Please see Section 11.2. ARMS Workflow and Process Automation for more details.

2.4.1.5 System communication:

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

ARMS provides full-scale communication through many different media types like email, text, voice, etc. to communicate with recruits, alumni, student athletes and staff. The ARMS Compliance Engine also provides automated warnings as it pertains to compliance rules as well as automatic logging of activities associated with all of these communication media without user intervention. More details can be found within Section 11. The ARMS Product within this proposal.

Along with all of the external communication and compliance tracking, ARMS is also the only holistic athletic department management solution that has a full-scale, end-to-end Collaboration platform for Communications, Calendaring, and Scheduling. ARMS gives its clients the ability to do many types of communications and collaboration utilizing this platform including individual or group messaging (student athletes, staff, and others), ability to track and consolidate calendar activities with customizable notification strategies, event check-in for student athletes, etc. Please see Section 11.1. ARMS Collaboration within this proposal for more details.

2.4.1.5.2 Describe the ability to send mass communications via text message or email to individuals or cohorts in the system.

As stated above, mass communications can be sent via email, text, or chat within ARMS. Please see Section 11. The ARMS Product within this proposal for more information. ARMS is the most powerful athletics management communications tool in the industry.

2.4.1.5.3 Describe the system's ability to provide notifications to users (i.e. compliance, coaches, trainers, etc.) such as form completion, updated information, etc.

Not only does ARMS have the ability to provide configurable notifications as it pertains to ARMS Workflow, but the ARMS Decision Engine allows communications to occur in a configurable manner when specific statuses on recruits, student athletes, etc. change at any point in their lifecycle. Please see Section 11. The ARMS Product for further details.

2.4.1.6 Describe the system's recruitment record maintenance functionality, including but not limited to uploading information into a person's profile.

ARMS Recruiting is the most powerful recruiting solution in the athletics industry today. Any information concerning a recruit can be tracked with the ability to create unlimited custom fields, ability to link these to questionnaires, ability to import any data available in an electronic file that can be formatted by columns and rows, e.g. spreadsheets, .csv files, etc. The ease of use and simple configuration within ARMS Recruiting is 2nd to none. Please see Section 11.3. ARMS Recruiting within this proposal for a vast amount of detail.

2.4.1.7 Describe forms included and any ability to create custom forms or customize existing forms.

ARMS allows for the ability to create custom forms or customize existing forms within ARMS Workflow. ARMS gives its users the ability to create conditional completion, completion based upon user roles or steps in a workflow, among many other powerful features that are only available within ARMS and not other systems. Please see Section 11.2. ARMS Workflow and Process Automation for more details.

2.4.1.8 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 size of report or query result set and any limitations on type of information that can be queried.

Any user with the security role to access specific data has the ability to export that data into many different types of outputs including excel files, pdf files, etc. All of the reports and exports are completely customizable by the user and the user can determine the data fields that are required as part of their exporting or reporting requirements. There is no limitation on the size of report or query result set that can be exported from ARMS. Any data associated with Recruits, Student Athletes, Compliance, Workflows, etc. can be exported or reported on from within ARMS. Please see Section 11. The ARMS Product within this proposal for more details.

2.4.1.9 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.)

As described earlier in the proposal, ARMS is accessed in 2 different ways. ARMS Web is accessible via any modern web browser on any device that has access to the internet. ARMS Mobile is available as native mobile applications for both the iOS platform and Android platform. They are both deployed through the applicable app store for each device type. The mobile application does not require an internet connection to be utilized and the moment the mobile device obtains internet connectivity, all changes made while internet was not available automatically syncs back to the server for availability on ARMS Web. If internet connectivity is available on the mobile device, all activities conducted on either ARMS Web or ARMS Mobile is instantaneously available via both platforms. Please see more information in Section 11. The ARMS Product of this proposal.

2.4.1.10 Describe any complimentary ticket functionality in the system (i.e. coaches requesting complimentary tickets for prospects, current students requesting complimentary tickets for their guests, and public users [e.g. high school coaches] being able to request complimentary tickets for themselves). Describe any workflow for approvals of guests for current student-athletes complimentary ticket requests.

ARMS has a full scale complimentary tickets module that is utilized at schools all over the country for comp tickets for student-athletes, staff, and outside parties like recruits, high school coaches, etc. All of these request methodologies are seamless and can be combined into a single or multiple comp ticket lists for use at games for

ticket distribution. One of the best areas that ARMS covers as it pertains to comp tickets is that schedules will never have to be entered or imported multiple times, as all of the comp ticket functionality integrates with the playing and practice season and CARA functionality for seamless integration. ARMS also allows for specific branding with fully branded web sites utilized for high school coach and/or recruit and/or other outside parties requesting tickets through a fully functional and well marketed web site. After requests are made, the data integrates directly into the comp ticket module seamlessly with no intervention by the client staff. Please see Section 11.5. ARMS Complimentary Tickets of this proposal for more detailed information.

2.4.1.11 Describe Offeror's experience in providing the proposed resources to higher education institutions, namely institutions who are using PeopleSoft Campus Solutions and PeopleSoft Interaction Hub. Provide a list of higher education institutions, with contact information, and current platform where this system is currently running in a production environment.

ARMS currently works with over 250 universities across the country on a department-wide basis. These clients all have a plethora of different campus systems both homogeneous and heterogeneous in nature. 100% of ARMS Clients are higher education institutions and ARMS was built to solve the exact same problems that JMU is trying to solve in the exact same environment as JMU. ARMS has provided a plethora of references in Section 4 of this proposal that can be contacted and many of them, like NC State and others, are PeopleSoft clients as well.

2.4.1.12 Customer Support

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

Normal customer support hours are 7 am ET – 7 pm ET Monday through Friday. ARMS support is available 24x7x365 in situations where immediate help is required.

2.4.1.12.2 Specify emergency call response time.

This question has specifically asked about emergency call response time, but please see the table below for more information on overall support timeframes. Please note that most normal support operations for user support are easily rectified within one hour, but for the sake of understanding technical issues, the following table depicts the ARMS standard published support according to the priority of an event.

Event/Response Definitions						
Priority	**Importance**	**Situation Definition**	**Incident**	**Initial Response**	**Update Frequency**	**Resolution**
P1	Emergency	Customer unable to access Service	Y	Fifteen (15) minutes	Sixty (60) minutes	Two (2) hours
P2	Urgent	Customer experiencing reduced functionality of Service	Y	Sixty (60) minutes	Sixty (60) minutes	Four (4) hours
P3	Minor	Service performance is impacted but remains functional for Customer	Y	Twelve (12) hours	Twenty-four (24) hours	Seventy-two (72) hours
P4	Request	Customer requests additional functionality	N	Forty-eight (48) hours	Weekly	N/A

Normal support requests can be reported via email to help@armssoftware.com or via phone at 855-215-ARMS(2767). Urgent technical requests can be report via email to engineering@armssoftware.com.

2.4.1.12.3 Provide Service Level Agreement for both test and production issues.

Please see the table above in Section 2.4.1.12.2.

2.4.1.12.4 Specify the priority levels and criteria used by Offeror to determine these priority levels for support. Provide response time metrics for all levels of support.

Please see the table above in Section 2.4.1.12.2.

2.4.1.13 Describe your escalation procedure. Provide specific representative (include name, title, direct contact information, and length of time with the Offeror) for escalation in the event of unresolved support issues.

The ARMS Account Manager, Laura Ward, ARMS VP of Operations, who has been with the company since its founding is the 1st level of escalation for the Customer Success Team. If a problem needs to be escalated further, the next level of escalation is to Steve Burris, ARMS COO, who is a founder of the business and heads all operations of the company. In the unlikely case that an issue needs to escalate further, the issue can be escalated to Mike Hurt, CEO of ARMS, who is an original founder and majority owner of the company. In the case of technical issues, escalation will occur through these means and the ARMS Customer Success Team will include Bryan Madaras, ARMS Director of Engineering, then to Martin Smith, ARMS Senior Director of Engineering, and then to David Kang, ARMS VP of Engineering. Depending on the issue, any or all of these people would already be involved depending on the complexity or importance of the issue.

2.4.1.14 Describe your customer resource site/s (e.g. documentation, troubleshooting FAQ, product information, release notes, upgrade and patch information, customer community site/s, and product feature requests).

Though this question asked specifically about a few different areas, in order to fully understand the success that ARMS has found in the marketplace and its success around Customer Success and adoption, JMU needs to have a full scale understanding of the ARMS Implementation, Support, Adoption, and Customer Success internal processes. Along with being the best product in the industry, the ARMS Support Methodology and Implementation is one of the biggest reasons for the success of the company.

From a User Support and Training perspective, ARMS has a deep process to create success for its clients that is detailed below. All support is included in the Annual Subscription cost of ARMS.

2.4.1.14.1 Training Requirements

ARMS will provide JMU with an onsite training session at the University during the initial implementation and on an annual basis. Both parties will determine the scheduling of this training during the project planning process. JMU will have unlimited access to the ARMS Support team as part of its annual subscription as well as any virtual, online training that is needed throughout as well. ARMS has online tools to teleconference with JMU personnel and take them through any aspect of the product in a live session just as the ARMS team was in person. Unlimited training and support is a normal part of the ARMS annual subscription costs.

2.4.1.14.2 Building the ARMS Ecosystem Through Training and Support

It is no accident that the management of ARMS Software has been successful entrepreneurs for the past 20 years and built major companies in several industries. This happens by building an incredible ecosystem of clients that

believe in the product, help each other, and help ARMS to become better and better everyday. ARMS is continuing with this practice by holding ongoing, scheduled training sessions for any ARMS client in an online format on either a weekly or bi-weekly basis depending on the time of year. During these sessions, ARMS clients are present with others during the training and have the ability to share best practices, ideas, and experiences that benefit all people associated with the ARMS product. Clients can simply sign up for this training, in advance, through the ARMS "Help and Training" link available directly within the product. If there are topics that seem of great importance to individual clients, then the ARMS team will utilize these sessions as well to communicate and train on those specific topics during the ongoing sessions.

2.4.1.14.3 Ongoing ARMS Training and Support

ARMS provides the best product support in the industry bar none. ARMS provides a plethora of different mechanisms to deliver support and training systematically and with human intervention when necessary. ARMS has a complete tutorial section available by simply clicking the "Help and Training" link at the top of every page within ARMS Web. Users can also access ARMS Help by clicking the same from the menu of any of the ARMS Mobile products. The ARMS Support database is a thorough set of searchable instructions that allow users of all types including coaches and administrators to simply and seamlessly access quick, easy to understand instruction on how to do every task associated with the ARMS product. There is also a complete catalog of short instructional videos that demonstrate the functions necessary to accomplish any task in the ARMS product.

If the client deems it necessary to speak to a person, then the ARMS support team is always available by sending an email, making a call to the ARMS support line, or conducting online chat directly through the ARMS product at any time. The phone number and email address is easily found by clicking "Help and Training" from any of the ARMS platforms. ARMS utilizes the most sophisticated support ticketing system in any industry and will assign the case to the most appropriate resource on the ARMS team based upon the question at hand. By speaking with current ARMS clients, JMU will understand the level of customer service and personal attention that only the ARMS Software team can provide along with the best and most thorough product in the industry that brings the entire athletics ecosystem together.
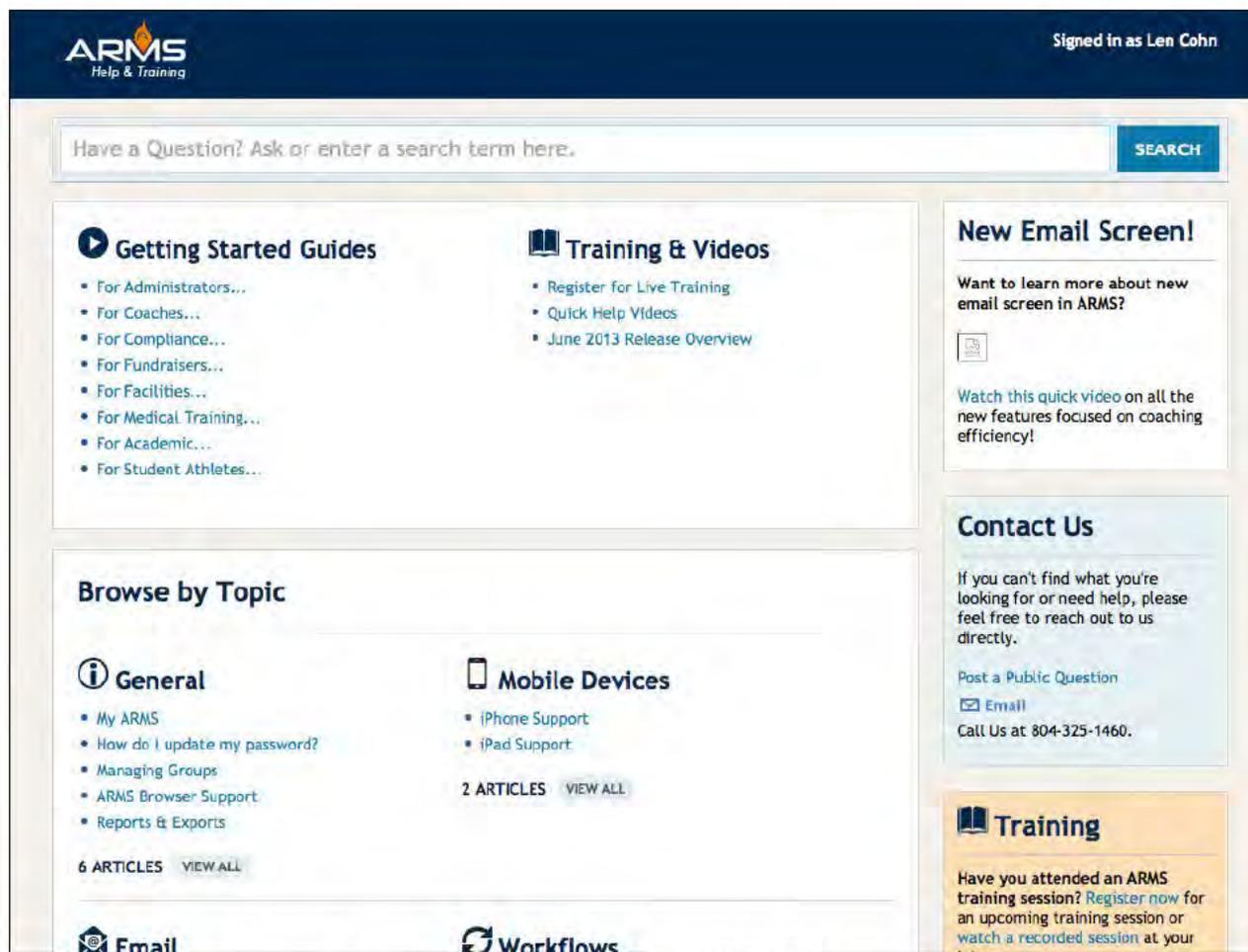
Figure 2.1 – ARMS Training and Help Main Page

2.4.1.14.4 Video help capability.

ARMS has searchable, short videos available directly through the product Help and Support link that help the user to do certain functions as well as a complete knowledge base of written articles. Each screen within ARMS has help videos and articles that are provide the help information that are necessary for only the items on that specific screen. See a screen shot of the video help capability below.
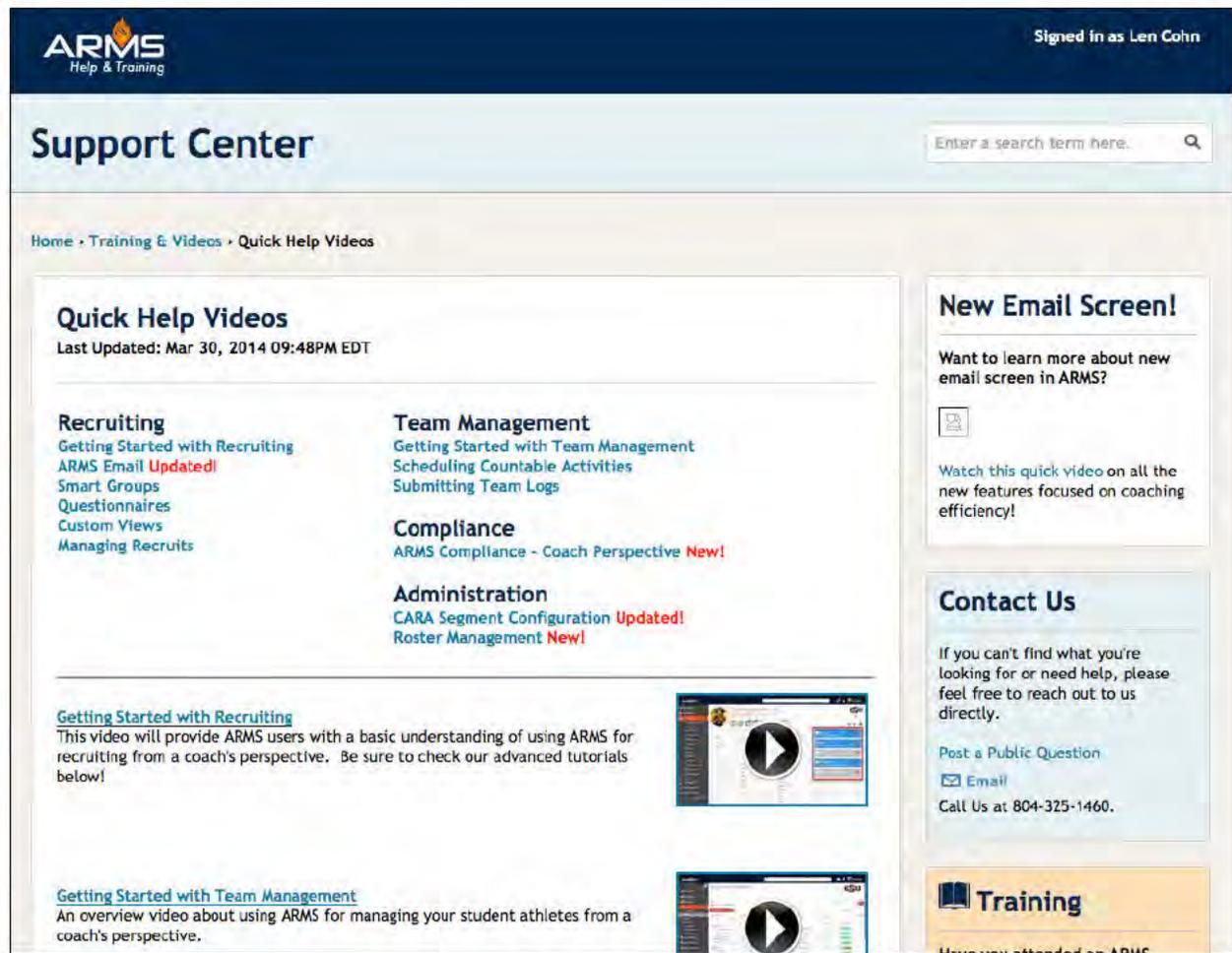
Figure 2.2 – ARMS Training and Help -- Video Help Page

2.4.1.14.5 Support Turn-Around Times

ARMS turn-around times vary based upon the request, but client issues are handled within the hour on average and usually data loads and other requests are handled same or next day. JMU will learn of the ARMS world-class level of support, like none other in the industry, when it speaks to ARMS clients.

2.4.1.14.6 Advisory Boards and Client Engagement

The interconnected nature of the college athletics industry provides an opportunity like no other industry for fostering a strong user community. ARMS connects users with each other by attending annual conferences (e.g. – NACDA, NAAC, CABMA, AFCA, ABCA, NACWA, NCAA Regional Rules) and hosting collaborative discussions around best practices as well as product feedback and suggestions. Most importantly, the customizable nature of ARMS and its core platform allow for rapid sharing of not only ideas but also actual implemented configuration, workflows, and setup. Many ARMS clients will collaborate on workflow processes and the ARMS system supports direct copying of process configurations between universities upon mutual agreement.

2.4.1.14.7 Maximizing Client Use of Features and Functionality

ARMS provides these services through a high-touch, personal approach that is only possible due to the power of the ARMS product. Due to the large suite of self-service customization options within ARMS, the ARMS support team is

able to devote a majority of its time to providing real value to its customers through the sharing of best practices, advanced data manipulation, and hands-on training rather than wasting time on manual support tasks that often result from a poorly architected, poorly built software platform. This enables the ARMS Support team to understand our users goals and objectives so that the product can be best tailored to provide them with the most value.

2.4.1.14.8 ARMS Connect

ARMS holds an annual user conference, usually tied in directly with either NCAA Regional Rules seminars or the NACDA convention in order to allow ARMS clients from all over the country to collaborate, learn, and engage each other and the ARMS team to further learning, education, training, and enhanced ideas of how to better engage ARMS to manage the entire athletic department. ARMS notifies its clients of the dates and times for ARMS Connect many months before the event occurs and provides for online registration (free registration) for the event to simplify the process. There are many ARMS clients that present during this user conference to provide insight to other ARMS clients, their peers, as to how they are utilizing ARMS to better their enterprise and entire athletic department to benefit the lives of their student athletes and the instituation as a whole.

2.4.1.14.9 ARMS Executive Management and Support

ARMS executive management team is closely integrated with the ongoing success of its clients. The executive team reviews every single request that comes into the ARMS Support team on a daily basis that results in escalations occurring proactively rather than at the request of a client. Primary contacts at JMU will have direct access to reach out to the ARMS executive team at any time. From a systems perspective, the ARMS system is monitored 24/7 by a team of on-call support personnel, the ARMS product and engineering Team, and the ARMS executive management team as well.

2.4.1.14.10 Prioritizing Client Feedback and Product Enhancement Requests

All development on the ARMS platform is performed by internal software engineers rather than outside contributors. The ARMS support team works closely with the ARMS product team to review and prioritize customer suggestions in coordination with the ARMS product roadmap. Users can provide feedback and suggestions by emailing help@armssoftware.com. The requests are then reviewed with the product team on a weekly basis and incorporated into the product roadmap where applicable.

2.4.1.14.11 Client Service Philosophy

The ARMS support team follows three key tenets in its never ending pursuit to provide the absolute greatest user experience and adoption process in the industry:

1) Rapid Response – Providing feedback as immediately as possible on user requests builds a trust relationship to ensure that our users know we are attentive and aware of their needs.
2) Product-Driven Support – The best way to support users is not with a person but with a well-designed product. ARMS is passionate about consistency, intuitiveness, and simplicity in its product in order to lessen the learning curve.
3) Context Sensitive Help – Integrated training and education that is context sensitive to the function a user is performing provides the best approach to getting the right information to a user as quickly as possible.

ARMS is proud of the level of adoption it has achieved, and in many cases ARMS users are able to achieve an immediate level of efficiency and productivity with the product due to the intuitive nature of the product and the integrated training and education.

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

Please see the ARMS Software completed HECVAT as well as all of the other documentation that ARMS included along with the HECVAT for details of the ARMS system security, encryption, authentication, open nomenclature role-based security authorization model, internal processes, etc. that allows the Client to restrict access to educational records per the Client's implementation of FERPA, in the case that educational records are stored. ARMS has implemented all of its system security, system processes, SDLC, internal support processes, etc. to meet the requirements of all local, state, and federal laws and regulations including FERPA.

JMU personnel will see that ARMS has implemented the appropriate processes to restrict access to FERPA related data, both internally to the Client and externally, to only people who have the "Need to Know" in order to access these records. These processes are all audited on an annual basis as part of the ARMS Software SOC 2 Type 2 audit, as all of the SOC 2 related processes were designed to meet these regulations.

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

Please see the answer above. Just as with FERPA, ARMS has all of the audited processes, security mechanisms, etc. to restrict access as the Client's HIPAA implementation guidelines require to restrict access to any health related records.

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

ARMS has included all of the services available from the Company within this proposal. ARMS is sold as a holistic product on an annual subscription basis.

2.4.2   Technical

2.4.2.1   Describe the system's ability to import information from third party recruiting services.

ARMS has the seamless ability to allow either automated imports or manual imports into the system from any outside system, including third-party recruiting services. Upon implementation, ARMS will work with JMU to determine the integration needs and, either design automated imports or make sure that all parties understand the processes to do manual imports. ARMS already has automated data import strategies in place for several different third-party recruiting services, including but not limited to, many football recruiting services, CollegeSwimming.com, University Athlete, Coach Packet, etc.

ARMS has also migrated so many customers from ACS/Front Rush and Jump Forward over the last several years, that importing data from these services is seamless and is included in the pricing established within this proposal.

2.4.2.2   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).

ARMS Software is WCAG 2.0 AA Compliant and tests is applications on an ongoing basis for these standards. Please see details within the Voluntary Accessibility Product Template (VPAT) that ARMS sent as part of its documentation on the Flash Drive included with the HECVAT.

2.4.2.3 **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.**

ARMS Web works on any modern web browser (usually at least 3 versions backwards compatible on all major browsers, including Internet Explorer, Chrome, Firefox, Safari, etc.). ARMS Web is completely operating system independent and works on any device with a modern web browser and internet connectivity. ARMS Mobile is available on both iOS and Android devices.

2.4.2.4 **Describe the ability to migrate nearly ten (10) years of data from the current database being used.**

ARMS has no issue with moving ten (10) years of data from ACS/Front Rush as long as the data is provided from them in their normal formats. ARMS does this on a daily basis.

2.4.2.5 **Describe how the University may configure the application. Examples include adding custom verbiage or pop-up messages. Describe the capabilities and tools that shall be provided to the University to brand the application and any associated communications sent from the application to a user.**

ARMS is a highly customizable application. JMU can brand the application with its logo for its users, custom notifications, etc. can be sent for many system functions with exact verbiage as requested by the Client. Any communications from the Client can be branded as the Client wishes. For a much deeper understanding of the ARMS product and its customizations, please see Section 11. The ARMS Product for more information.

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

ARMS does not offer APIs, but does allow for simple, secure automation of data exchange between ARMS and campus systems. ARMS provides these types of data exchanges with universities across the country in a seamless manner and these data exchange implementations are included in the pricing as provided within this proposal at no extra cost. Please see below for explanation.

Data Exchange

ARMS will outline the specific types of data that the Client MAY CHOOSE to exchange into the ARMS system directly from campus systems below. Before we get into specific data points, ARMS will describe its strategy for data exchange with its university partners.

As JMU IT is probably well aware, university IT departments across America are incredibly diverse and have many different types of systems, resources, and availability of IT resources based upon many factors like budget, outsourcing of certain systems, maintenance of current systems, security frameworks and processes, homogeneity or heterogeneity of systems, etc. As such, ARMS has chosen to implement its data exchange with its clients' campus systems through the use of secure file-based transfer of data utilizing Secure FTP (SFTP).

Since ARMS works exclusively with university clients and athletic departments that already receive file-based reports, etc. for their student athlete management, recruiting, academic data, financial aid, etc. for compliance with NCAA rules, the file-based strategy creates the least amount of "extra work" for IT departments and also simplifies the security strategy for exchange of data instead of requiring integration utilizing API strategies. The ARMS Data Team will work directly with the athletics staff and IT to agree upon the appropriate metadata and data elements that will be passed along in these data exchanges. The ARMS Data Team will also work with the JMU team to ensure that appropriate "primary data keys" are exchanged in the file exchanges to ensure quality and cleansing of data in the ARMS system. We will then provide a Secure FTP mechanism for these files to be exchanged in a secure manner. Again, ARMS will guide JMU through this entire process and the current exports from your systems that you already receive in athletics will usually suffice as data exchange files into ARMS, as we can create the appropriate

mappings to automate these processes on our side. ARMS can automate these data exchanges at any automated frequency that both parties agree upon.

Specific types of Data that JMU can choose to exchange with ARMS

Please note that most of this data (outside of demographic data for student athletes and staff) are not required to be utilized. It is the decision of the JMU Athletic Department as to which data elements they deem necessary to utilize in ARMS.

- Initial Student Athlete Demographic Data Load
- Initial Client User Demographic Data Load (Usually Staff since we already have Student Athletes)
- Current Prospective Student Athlete (Recruit) data – This will not be required from IT, as the ARMS team will work directly with specific coaches of each sport to get their data out of any current system that they utilize or utilize a full data file from the current provider.
- Class Schedules (Usually sent per semester or with incremental changes)
- Academic Grade Data (Usually sent per semester)
- Financial Aid Data for NCAA Compliance and Reporting (Usually sent per semester)
- Admissions Data (Usually updated daily or weekly)
- Recruit data from Third-Parties.

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

2.4.2.7.1 Getting Started with ARMS

Since ARMS is a hosted product that will meet the needs of JMU's athletic department "out of the box", the implementation approach is much simpler with ARMS than other possible solutions that JMU may be seeking. After award and contract execution with JMU, ARMS staff will work with JMU's athletic administration to develop a project plan for the rollout of the product. JMU may wish to rollout the product on an incremental basis to the individual sports or may determine that an iterative rollout makes the most sense depending on JMU's needs and availability. ARMS will work with JMU to make this determination and create a rollout project approach at that time.

After the project plan is approved by both parties immediately after contract inception, ARMS will work with each team at JMU to deliver the data to ARMS for import directly in to the ARMS product. Not only will the ARMS team import the data, but ARMS has developed many different data cleansing tools to expedite the data cleansing process and ensure that the data that is in ARMS is as free as possible of duplicates and other bad data that may cause troubles in the future for JMU' coaches and administrators. After data is in ARMS, the product helps to keep bad data out of the system due to the overall system architecture and data validation utilized within ARMS.

ARMS is an intuitive, web-based application and there is significant automated training available, but ARMS will work with JMU to schedule appropriate training either onsite or remotely during the project planning timeframe as well. Since ARMS provides support on an ongoing basis as described within this proposal, JMU will have continual access to ARMS support during the term of the contract to address any questions and/or further training needs as they become apparent. As stated earlier in this proposal, ARMS values its customers as true partners and will service the needs of JMU to facilitate the use of the ARMS product on an ongoing basis.

2.4.2.7.2 ARMS "Playbook"

ARMS has an already established "Playbook" of exactly how the implementation will work and the required items and items that JMU will need to make decision on the order of implementation strategy. These include the setup of the following as examples:

- Setup of the Client Organization into the ARMS Environment
- Departmental Staff Setup

- Single Sign-On Setup (if chosen)
- Setup of Authorization Security Roles in the System
- Initial and Ongoing Training both Virtually and On Campus
- Setup of Team Communication Strategy for both Team and Staff for the Department
- Setup of Calendar Strategy for both Team and Staff for the Department
- Department Student Athlete Setup
- Compliance Setup
- Workflow / Electronic Forms Setup
- Security Setup (Users, Roles, Sport Access, etc.)
- Team Management and CARA Setup
- Individual Sport Recruiting Data Setup (by Team)
- Advancement Data Setup (Fundraising)
- Many Others

ARMS has not included a copy of the ARMS Playbook within this proposal since it is an extremely confidential. ARMS is more than happy to share this information with JMU at a later date.

2.4.2.7.3 Status Reporting

ARMS employs a strategy of status reporting to the appropriate constituents at its clients to help them understand the status of critical items and all of the appropriate measures of things that need to be accomplished as part of the critical path of implementation. During the initial stages of implementation, ARMS will be communicating very often with the constituents providing ongoing status updates as work is completed along with formal documented status reports on a monthly basis. These reports clearly delineate the actions that need to be completed by both ARMS and University personnel to have the implementation plan (ARMS Playbook) completed in rapid fashion with thorough and complete data brought into the ARMS system.

2.4.2.7.4 Staffing Composition

The ARMS operations team will work as a collective on the implementation with an account manager that will be the main point of contact. ARMS will bring in its collective specialists as needed within the ops team as they are needed throughout the process. This is a very fluid seamless process for the client.

From the client's perspective, ARMS will ask JMU to provide a project lead to be the main point of contact to "funnel" ARMS to the correct people to gain access to the appropriate data. **This point of contact WILL NOT need more than 10 hours per week in the initial stages of implementation, but probably much less.** ARMS will be working directly with coaches from the individual program to obtain their data unless a consolidated group of data is available within the department. ARMS will also work with constituents from each of the appropriate areas to setup their data and other workflows, these could include, but will not be limited to:

- Athletic Administration
- Coaches
- Academics
- Training & Medical
- Business Office
- Compliance staff
- IT (if wanted)
- Other athletic department staff

The coordination from the University's side is not very time consuming and will mostly consist of providing data to ARMS and then ARMS personnel will coordinate training, etc.

2.4.2.7.5 University Personnel

There should be no need to have any university technical resources allocated to the project except from a consulting perspective on needs around setup of security and possibly coordination of any interface data exchange requirements from campus systems, if wanted. Otherwise, the technical resources will be needed only to provide their appropriate data and to be available for training. The project lead for the client should be able to make themselves available for up to 10 hours per week during the initial implementation (but probably less) and that time will decrease to almost nothing after the first 30 days.

2.4.2.7.6 Third-party Vendors

No third-party vendors will be involved in the implementation.

2.4.2.7.7 Implementation Timeline and Work Plan

The ARMS implementation will be an iterative approach where some parts of the system, depending on the choices that JMU makes, will be up and running in a matter of days. ARMS can have all of JMU's individual sports recruiting, communication, compliance, etc. running in just a few days. This will also allow for compliance data to be gathered immediately after the sports are implemented.

Other areas like workflow, CARA, team/roster management, financial aid, eligibility, department management, fundraising, etc. will be incrementally loaded and can be up and running in quick fashion as well. Below is an illustration of example tasks and completion times that should be attainable dependent on JMU providing the data to ARMS in quick fashion:

Task	Completion Timeframe	Deliverable(s)	ARMS Staff Involved/Training	JMU Staff Involved
Implementation Kickoff Meeting	Day 1	Organization Live in ARMS	Data Team / Support Team	Lead Athletics Personnel and Others as Deemed Appropriate by Client
JMU Organization Created in ARMS	Day 1	Organization Live in ARMS	Data Team / Support Team	None
Client User Setup & Roles Created in ARMS (based on availability of data from JMU)	Week 1	All Users Available in ARMS and Logins Available	Support Team	None
Single Sign On Setup/Configuration Completed	Week 1	Single Sign On Configured and All Users Configured in ARMS	Product Team / Support Team	Lead from JMU IT for Understanding of Single Sign-On Configuration and Payload Agreement
Individual Sports Data Loaded and Live (based on	Week 1	Recruiting Data Available for Use	Support Team / Data Team Training Available through Online Help	Lead Athletics Personnel to Provide Data

availability of data from JMU			or Virtual Scheduled Training Available anytime.	
Student Athlete Data Loaded	Week 1	Student Athlete Data Loaded and Ready for Use	Support Team / Data Team Training Available through Online Help or Virtual Scheduled Training Available anytime.	Lead Athletics Personnel to Provide Data
ARMS Team Communications, Scheduling, and Calendar Working	Week 1	Client Personnel Able to Conduct Two-way, Real-Time Communications, Ability to Create Events, Receive Notifications, and Schedule. Once Class Schedules are Imported, Check-In will be Available Instantaneously	Support Team Training Available through Online Help or Virtual Scheduled Training Available anytime.	None
Recruiting Data Loaded and Recruiting Module Working	Week 1	Ability to Recruit and Automate Recruiting through ARMS	Support Team Training Available through Online Help or Virtual Scheduled Training Available anytime.	Either Coaches or Departmental Personnel Provide Data
Compliance Module Working	Week 1	Compliance Module Accepting Data from All Other Modules and Usable by Compliance Staff	Support Team Training Available through Online Help or Virtual Scheduled Training Available anytime.	None
CARA Management Setup	Week 2 or Week 3	CARA Management Live in System and Usable by All Staff	Support Team Training Available through Online Help or Virtual Scheduled Training Available anytime.	Athletics Compliance Staff
Initial Workflows Established and Running	Week 2	Workflows Tested and Operating in ARMS	Support Team Training Available through Online Help or Virtual Scheduled Training Available anytime.	Lead Athletics Personnel
Medical and Training Workflows Established and Running	Week 3 or Week 4	Workflows Tested and Operating in ARMS	Support Team Training Available through Online Help or Virtual Scheduled Training Available anytime.	Athletics Training Personnel

Fundraising Data Loaded and Running	Week 2	Fundraising Data Available and Working in ARMS	Support Team Training Available through Online Help or Virtual Scheduled Training Available anytime.	Coaches and Other Athletics Administration Personnel
Complete Workflows Created and Running	Within 30 Days and Ongoing as Needs Require	Workflows Tested and Operating in ARMS	Support Team Training Available through Online Help or Virtual Scheduled Training Available anytime.	Athletics Administration and Other Personnel Deemed Necessary
Status Reports	Ongoing	Status Reports	Support Team	None
Onsite Training	As Mutually Agreed Upon (Duration of 1 to 2 Days)	Onsite Training	Support Team	Coaches, Administrators, and Other Personnel Involved as Users of ARMS
Ongoing Training and Support	Ongoing	Training	Support Team	As Necessary

Basically, as long as JMU provides the data to ARMS in a timely fashion, the implementation should be completed within 30 days of contract execution with the ARMS system up and running in week #1. Of course, JMU will have the ability to continue to automate workflows and other areas on an ongoing basis in perpetuity.

2.4.2.8   Describe the project management and implementation services that shall be provided to the University from the Contractor. Include a sample implementation and project plan.

This has been answered in several answers listed above. Please see answers above.

2.4.2.9   Describe your approach to User Acceptance Testing, outlining the roles of both the vendor and the University.

As it pertains to User Acceptance Testing (UAT) for the ARMS system, since ARMS is a Software as a Service (SaaS) system, UAT is conducted per ARMS testing processes and the Client is not included in this process unless ARMS releases a beta release of a certain new set of functionality, which may or may not happen in specific cases. Please see the ARMS Software Cloud Provider Security and Process Document for more details on ARMS Software's SDLC and testing processes.

As it pertains to certain areas of functionality within ARMS, specifically Workflow creation, etc., ARMS provides its Clients with the ability to create workflows, preview, and test these workflows for use before promoting them to the user base in order to facilitate testing and exchange. This is a seamless process and ARMS will work with the Client personnel responsible for these processes to train them on the testing process.

As it pertains to data exchange automated integrations, Single Sign On (SSO), etc., ARMS will work with the client utilizing test data during the design and implementation process to ensure that these processes are working as designed.

2.4.2.10 Describe your approach to security reviews during each phase of the software development life cycle.

Security reviews are a critical part of the ARMS SDLC. Please see the ARMS Software Cloud Provider Security and Process document included on the Flash Drive delivered with this proposal for detailed information.

2.4.2.11   Describe all responsibilities of both the contractor and the University in the isolation and diagnosis of system failures.

ARMS Software is responsible for the isolation and diagnosis of any system failures unless it pertains to a data exchange integration that is being caused from the Client's systems side.

2.4.2.12   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).

ARMS is a fully hosted Software as a Service (SaaS) solution and, as such, there are no requirements or costs above the subscription and startup fee costs that the client needs to be aware.

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

This process is fully describe in the ARMS Software Cloud Provider Security and Process document, but ARMS utilizes an automated ticketing system to track all enhancements, either requested by Clients or established by ARMS personnel. ARMS has product management quorums that include the ARMS Product Management group, ARMS Customer Success Group, VP of Engineering, COO, and CEO that establish the enhancements to the system that will become a part of the roadmap over a 1 month, 3 month, 6 month, 9 month, 12 month, and 2 year perspective. ARMS then creates specifications and plans the processes to develop these enhancements utilizing the ARMS SDLC processes.

ARMS implements many different enhancements on an ongoing basis, including Client requested enhancements.

2.4.2.14   Provide the most recent roadmap of future enhancements for your application.

ARMS does not provide its roadmap for future enhancements outside of the company, as this is incredibly protected and proprietary information that is a great key to our business, except as it relates to specific enhancements that a Client has requested and ARMS shares this information. ARMS especially does not provide its proprietary enhancement roadmap in a public procurement. This could cause irreparable harm to the Company, as ARMS is, by far, the leader in the athletics management software industry.

2.4.2.15   Describe the length of time Offeror has been actively engaged in providing the proposed resources to higher education institutions. Describe your track record of developing and implementing such systems.

As described earlier in this proposal, ARMS Software is the leading athletics management software company in the industry today. ARMS has been implementing its flagship product within this setting for approximately eight (8) years. ARMS has become the foundational element for managing these departments at over 250 university athletic departments across the country, of all different shapes and sizes. As it pertains to the ARMS Software team's experience, ARMS is owned and operated by a group of long-term technology entrepreneurs that have created some of the most successful software companies in America. Before ARMS, the owners and management at ARMS built one of the most successful custom software development companies in America that is now the global services group for Red Hat, just acquired by IBM. The management, product, and development team at ARMS built major enterprise software systems for companies like GEICO, Apple, Cars.com, Intel, Bank of America, Nike, Verizon, State, Local, and the Federal Government, among many hundreds of others.

There is a reason that ARMS has become the de-facto standard for college athletics management software.

2.4.2.16 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.

ARMS works on a two-week release cycle for its products. There are no additional costs for these updates. Please see details within the ARMS Software Cloud Provider Security and Process document included on the Flash Drive submitted with this proposal.

2.4.2.17 Describe the services that may be required in the normal course of operating the system that are not covered under the maintenance contract. Provide any associated costs in Section X. Pricing Schedule.

None.

2.4.2.18 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.

This is an ongoing and constant effort at ARMS. Please see details within the ARMS Software Cloud Provider Security and Process document included on the Flash Drive submitted with this proposal.

2.4.2.19 Describe Role-based Security architecture within the application. Include details about Role configuration and flexibility. Include an example Role Matrix if applicable.

ARMS has the most flexible, open nomenclature role-based security architecture within its system that is easily configured directly in the application for system administrators. Role configuration is the most flexible possible since the roles can be established and specific system functions, both coarse grained and fine grained, can be configured within any new or existing role at any time and the naming of these roles is completely the decisioning process of the Client. ARMS will work with the Client to help in setting up the authorization role-based strategy, if requested, as part of its normal implementation and support operations.

Please see details within the ARMS Software Cloud Provider Security and Process document included on the Flash Drive submitted with this proposal.

2.4.2.20 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.

User Account management, permissions, role assignment, etc. is simple and easy to configure within ARMS Web. Anyone with the access to manage security can simply create and delete users, assign roles, assign permissions to roles, etc. directly through the Security management console. The same thing is the case for configuring automated notifications, etc. for users. This is all configurable through a simple user management strategy that can be set globally, role-based, or at a user level. With the correct permissions, users can manage their own notifications strategies or administrators can lock them out of this capability if wanted.

2.4.2.21 Describe authentication options. Include information regarding the use of Shibboleth. Discuss authentication between components and between the product and external services (example single sign-on). Discuss any limitations of using JMU's Authentication Services and/or Shibboleth.

Authentication can occur through 2 different mechanisms within ARMS, depending on the Client's choice. These are through Single Sign On (SSO) or through ARMS Authentication. It sounds, based upon these questions, that JMU would like to implement Single Sign On. ARMS is a Participant in the InCommon Federation (www.incommon.org). As such, ARMS utilizes Shibboleth as it SSO implementation platform, but ARMS can integrate any SAML implementation seamlessly. There are no limitations in utilizing Shibboleth and/or JMU's Authentication Services as

long as they are SAML compliant. Details on ARMS Authentication can be found within the ARMS Software Cloud Provider Security and Process document included on the Flash Drive sent with this proposal.

ARMS will work with JMU to implement SSO during the implementation process. The ARMS Software Single Sign On Setup document can be found at https://clients.armssoftware.com/sso/ARMS_SSO_Setup.pdf.

2.4.2.22   Describe vendor membership to the InCommon Federation. If existing membership does not exist, explain future plans, if any, to become a member.

Please see answer above.

2.4.2.23   Describe your use of authentication credentials and associated attributes, group membership, roles, etc. to make authorization decisions. Include method(s) and granularity of authorization access to data and services.

Authentication:

ARMS utilizes two methods for authenticating users:

SSO:

ARMS is a member of the inCommon federation as a service provider and utilizes shibboleth for SSO integration with client identity providers. At the time of on boarding ARMS and the client agree to a domain scoped attribute name (can be principal or any custom attribute) and format (typically email@client-domain.edu, or userId@client-domain.edu) for authentication. ARMS maintains a mapping between the SSO attribute and the corresponding user within the ARMS system.

Username/Password:

ARMS provides clients with a username and password authentication mechanism for authentication of users into the ARMS application. ARMS implements a one-way 512bit salted hashing algorithm to transform all user passwords prior to storage to avoid the possibility of passwords being unintentionally exposed to ARMS staff with access to production data. This hashing algorithm ensures that passwords are non-recoverable and not susceptible to common reverse hashing attacks such as rainbow tables.

Authorization

Once a user is authenticated into the ARMS system, access is restricted via our open nomenclature security model detailed within this document. The granularity allows the ability for the Client to restrict access as high as ARMS Module or submodule, all the way down to the field level or fine-grained piece of functionality.

2.4.2.24   Describe the application security features for data and for the system. Describe all row level security options as well as any field level encryption availability.

ARMS encrypts all system data both in transit and at rest. Please see the ARMS Software completed HECVAT as well as the ARMS Software Security and Process document included on the flash drive with this proposal for more information.

2.4.2.25   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.

Server Data

ARMS treats all data as sensitive and utilizes a secure-by-default application architecture. All data is encrypted in transit and at rest using secure transport protocols and PCI compliant encryption algorithms. Data is encrypted at rest via the use of Amazon encrypted drives or LUKS/dm-crypt for locally mounted volumes. Encryption keys are stored managed and rotated using Amazons KMS service. Please see the Authorization section in this document for a description of the mechanisms and protocols implemented for credential storage.

Web Clients

ARMS does not store client data or credential information within the session, cookie, or local storage of the browser. The only data stored by the web client is a non-recoverable secure and https only authentication cookie tied to the users current active session, along with an optional non-recoverable remember-me cookie.

External Devices

The only external devices that may request data are our ios, and Android applications. These applications access data via secure https REST endpoints encrypted via the latest TLS and PCI compliant algorithms. Authentication and authorization is provided via SSO or Username/Password in combination with our open nomenclature role based security model. Any local data cached by a device is encrypted within the application container using Realm.io's native encryption support and not accessible outside of the application. Each 4KB block of data is encrypted with AES-256 using cipher block chaining (CBC) mode and a unique initialization vector (IV) which is never reused within a file, and then signed with a SHA-2 HMAC. ARMS does not implement or make available application data to iCloud or Android app synchronization services.

3 ARMS Experience

3.1 Basic Company Information

ARMS Software, LLC
Federal EIN: ████████
808 Moorefield Park Drive
Suite 250
Richmond, VA 23236

3.2 ARMS Points of Contact

JMU will have access to the entire team at ARMS Software throughout the duration of the term of the contract, but main points of contact are listed below.

Sales Contact
Kelly Underwood
Vice President of Sales
804-325-1458
kelly.underwood@armssoftware.com

Point of Contact to Bind Offeror
Michael Hurt
CEO
804-325-1451
mike.hurt@armssoftware.com

Account Manager upon Award
Laura Ward
Vice President of Operations
804-325-1454
laura.ward@armssoftware.com

3.3 Company History

Please see Section 2. General Overview for details on ARMS Software and its company history and experience.

3.4 ARMS Qualifications and ARMS Client Success Team (Implementation, Training, and Support) Organizational Structure

ARMS Chief Operations Officer (COO), Steve Burris, is responsible for the ARMS Operations and Support team. Under his direction and the direction of Laura Ward, ARMS Vice President of Operations, clients receive the services of the highest levels of the operations organization to manage ongoing day-to-day operations and other areas. ARMS has a diverse team within its operations and support staff including Laura and Steve mentioned above and also the following as examples of the ARMS staff that JMU will be working with on a day-to-day basis:

- Carlton Goff, ARMS Director of Client Services – 20 year college football coaching veteran and most recently recruiting coordinator at Stony Brook University before joining ARMS.
- Winston Curry, ARMS Director of Client Services – Part of several college basketball coaching staffs and most recently Director of Operations for VA Tech Men's Basketball before joining ARMS.
- Andy Campbell, ARMS Director of Client Services – Most recently Director of Compliance at Clemson University before joining ARMS.
- Brian Anderson, ARMS Director of Client Services – Most recently Associate Head Baseball Coach at Penn State University.
- Other Service Personnel Including the ARMS Data and Graphic Design Teams.

As stated above, Laura Ward will work as the Account Manager and work with JMU to drive the project plan and move the implementation forward in a quick manner and help JMU through the process. The leadership team will then involve the others from the operations/support staff for respective expertise during the process and as JMU

timing of completing the contract with ARMS dictates. ARMS has successfully implemented many departmental and individual sport implementations. ARMS is, by far, the quickest and easiest product in the athletics industry to implement.

The ARMS Client Success Team will be involved on a day-to-day basis with JMU from inception of the contract through the entire partnership with JMU.

ARMS help desk is available by calling (855) 215-ARMS (2767), direct chat through the ARMS product, or by emailing help@armssoftware.com .

3.4.1 ARMS Software Organization Chart
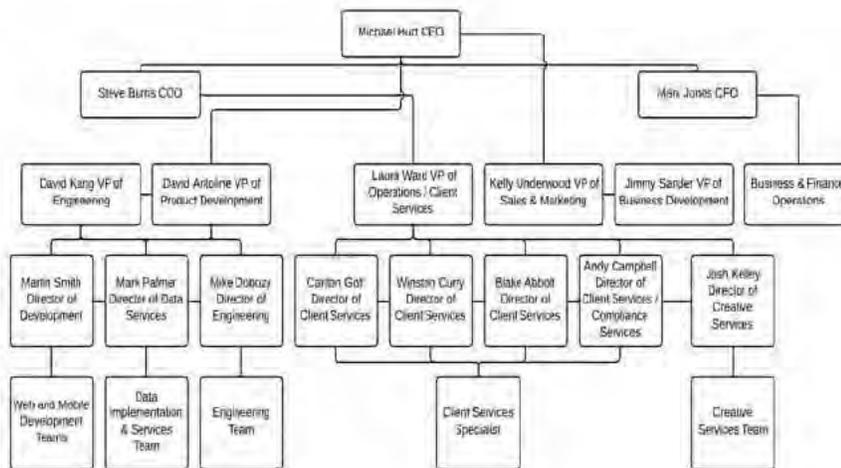
3.4.2 ARMS Software's Team Experience

As stated several times throughout this proposal, the ARMS Software team is composed of a group of successful technology entrepreneurs that have built some of the most successful technology companies in North America over the past 20 years. This team has entered this market due to its direct understanding of the challenges that athletic departments and universities face on a daily basis given the regulatory and process-driven environment within this realm. Before ARMS, there was a great technology void that existed within the college athletics world and the ARMS Software team is bringing a game changing technology that will:

- Improve team and departmental efficiency
- Decrease exposure to liabilities
- Enhance the department's ability to drive revenue
- Allow athletics department personnel to focus less on tactical operations and more on their most important charter, the student athlete.

ARMS is including a brief bio of some of its important team members to help JMU understand why ARMS is the best software product in the college athletics industry. The entire ARMS team looks forward to the opportunity to build a long-term partnership with JMU to drive the department towards a successful future.

3.4.2.1   Michael Hurt, Chief Executive Officer

Mike Hurt is the co-founder and CEO of ARMS Software and is responsible for leading and managing the business and helping university athletic departments drive into the future with the most cutting edge technology ever available in the industry.

He has been an entrepreneur for the last 20 years and has been responsible for starting and building some of the most successful startup companies in North America during this time. His career started in an environmental technology startup, called ETI as the ninth employee, in the early nineties that was listed in the top 50 of the INC 500 fastest growing companies six years in a row. During his tenure at ETI, he was responsible for helping the company drive revenues from $200K per year to over $60M per year in a little over a two-year period. He started several new business lines within this time including a plant deactivation and auction technology business that allowed the department of defense and private industry alike to realize over $20 billion in asset recovery from its under-utilized assets in a little over three years. He and his partners merged the company with another business in Long Beach, CA in 1995 and later sold the company to Tyco International, a multi-billion dollar industrial conglomerate in 1998.

After a couple of years at Tyco helping integrate the companies, he left to become a co-founder in a new technology company called Amentra. Amentra was a high technology product development software company that delivered custom software products for the Fortune 500 and Global 1000. He was responsible for designing the business and culture that went from no revenue at the beginning of 2000 to a company that generated more than $50M per year in revenue at the end of his tenure. Amentra was listed as one of Deloitte & Touche's top 50 Fastest Growing Technology companies in North America for 6 straight years from 2002 – 2008. Amentra built major enterprise software products for more than half of the Fortune 500 and drove successful implementations within the financial, retail, media, communications, insurance, government, and many other industries throughout the history of the company. Amentra implemented products for companies like GEICO, Nike, Apple, Bank of America, HSBC, Verizon, AT&T, Sprint, Dreamworks, all major train companies in North America, and many, many others. He and his partner sold the company to the largest open source software company in the world, Red Hat, in March of 2008. Amentra is now the worldwide technology implementation group for Red Hat and conducts business in 38 countries across the world.

He has been involved in college athletics and philanthropy for many years as well. He serves as a board member for several private companies and formerly served as the Rector of the Board of Visitors of his alma mater where he was responsible for leading the board responsible for oversight of the entire university. He also serves as the President of the Athletic Foundation of his alma mater where he is involved in all facets of the athletic department including capital projects, operations, compliance, marketing and branding, fundraising, budgets, and other areas involved with the athletic department. He also formerly served as Vice President and chair of the investment committee for his alma mater's Endowment Foundation. In this capacity he served to help the university manage its endowment and annual funds and acted as a steward to the university for appropriate use of funds to support all facets of university operations, capital projects and supporting the university towards its meeting its mission.

Mr. Hurt also serves on the board of directors for the James Farrior Foundation. This is a foundation started by Mr. Farrior, who has been a middle linebacker for the New York Jets and Pittsburgh Steelers during a 16 year NFL career. This 501c3 non-profit organization that serves underprivileged youth in the Richmond, VA and Pittsburgh, PA area and has helped thousands of children over the past 6 years while building a fundraising group that drives over $5M of annual funds each year.

Mr. Hurt is also one of the founding members of The Midlothian Miners Wrestling Club, Inc., a private 501(c)3 organization whose mission is to promote and teach the sport of wrestling to young men in the Richmond, VA and surrounding central Virginia area.

He and his wife are also active philanthropists and advisors to many other organizations throughout the Commonwealth of Virginia including Mary Washington University, VCU Massey Cancer Center, and many others. He is a former Division I baseball player where he was a 4-year letter winner and has a BS degree in Mathematics.

3.4.2.2   Steven Burris, Chief Operations Officer

Steve Burris is a co-founder and COO of ARMS Software where he is responsible for all business operations of the company to include internal operations, external operations, support, client relations, training, and all other areas of operations within the company.

He has been a business leader and entrepreneur for the past 12 years and has served in various capacities building successful business enterprises across multiple industries. His career started in the early growth stages of Capital One Financial Corporation and was responsible for driving many of its technology processes and systems during his tenure to drive the US Card Operations for the company, which became a multi-billion dollar business and one of the largest financial institutions in the world.

After his time at Capital One, he became an early stage employee at a company that helped drive the advent of technology within the 401K and IRA business in the US. He designed all regulatory, marketing, management, and compliance systems for the company that met all federal and state regulations including regulations designed by the Federal Reserve, the SEC, the IRS, and the US Congress. He was responsible for managing the entire design and development process for all facets of the company that became one of the largest 401K management firms in the US.

Mr. Burris then joined Mike Hurt in 2004 to help grow Amentra into one of the most successful technology companies in North America. He singlehandedly built the central region of the Amentra business from no revenue to more than $10M in annual revenue in a little over a year. He and his team were responsible for building major technology products for companies like AMD, Bridgestone/Firestone, Sprint, AT&T, Southwest Airlines, Best Buy, Cars.com, and many others during his tenure. Mr. Burris has been responsible for building some of the most successful software systems in the world during his career and has helped companies drive compliance processes in some of the most regulated industries in the world like finance, insurance, telecommunications, and retail.

Mr. Burris graduated from The College of William and Mary with a BBA degree in Information Technology.

3.4.2.3   Laura Ward, VP of Operations and Client Services

Laura Ward serves as Director of Client Services at ARMS Software and is charged with leading all client services operations for the company. She manages the industry leading ARMS Support team and is responsible for designing and implementing ARMS customer service, self-help systems, training, communications, and other external operations of the company along with Steve Burris, ARMS COO.

Laura has been responsible for implementing recruiting, compliance, and departmental automation solutions utilizing ARMS Web and ARMS Mobile for schools such as NC State, George Washington University, Harvard, UVA, Radford, UCSD, Old Dominion, VCU, Clemson, and many others.

Ms. Ward joined Mike Hurt during the early days of Amentra as the Director of Operations and over the following decade built a world-class customer service and support organization that served thousands of clients and managed a customer base that generated over $50M of revenue per year. Laura is an expert in customer service and understands the complexities of designing and executing customer support processes in the high technology space. She has been an expert project manager working with product teams and determining the appropriate level of automation to promote easy self help along with building the systems and human resource infrastructure to manage the ARMS help desk for live customer support.

She has been incredibly successful at building relationships with clients for many years that allow the client base to feel at ease and know that any problems will always be resolved in an appropriate and timely manner and is one of the most trusted product support leaders in the software industry. One of her many wonderful attributes is the understanding that the client / vendor relationship is not one of negativity, but instead a symbiotic relationship where each creates positive outcomes for the other. She is also an industry leader at driving client feedback into the product roadmap through interaction with the product management and development teams.

Ms. Ward has a BA degree in Business from Virginia Tech University.

3.4.2.4   Kelly Underwood, VP of Sales and Marketing

Kelly Underwood serves as the VP of Sales and Marketing for ARMS Software and is charged with forming new client relationships and servicing existing client relationships to foster success for all parties involved. Mr. Underwood and his team are responsible for driving the ARMS product into the marketplace and advising clients on how ARMS is driving a new future for college athletics management. He is also instrumental in driving product direction due to his constant interaction with ARMS clients and his extensive background and experience in college athletics administration and fundraising. Mr. Underwood joined ARMS Software in December of 2011 after learning of the ARMS vision and understanding that this approach and high technology expertise of the ARMS team was truly going to forge a new future for college athletics management. He sees his mission as helping his colleagues to truly change the game for the betterment of athletics and student athletes across the country.

Prior to joining ARMS, he served in various capacities of sales in the commercial financial industry including wealth management and financial advisory at Edward Jones and Wachovia Securities. Mr. Underwood also served as the Director for the Annual Fund at Virginia Military Institute, his alma mater, raising a then record $4,000,000 in annual operating funds. Immediately prior to joining ARMS, he served as an Associate Athletics Director for Advancement at Radford University in Virginia. In this capacity, Mr. Underwood was responsible for annual giving and major gifts for the entire athletic department as well as several other internal operations management areas within the department. During his tenure, Mr. Underwood was responsible for forming the Radford Athletic Club (RAC) and more than tripled the donor roll to athletics from the formation of the club. He also tripled the revenue generation for the athletic department during that time and solicited and closed the three largest donors in RU Athletics history.

One of Mr. Underwood's many great contributions to the athletic department was driving the campaign for the first 100% privately funded capital project in the history of the university, not just the athletic department. Mr. Underwood drove the campaign and completed the project to build a new multi-million dollar baseball stadium on campus, which helped drive the program to new heights over the past several years.

Among his fundraising duties, Mr. Underwood was also charged by the Athletic Director to help drive the new athletics strategic plan, which included everything from fundraising, the adoption of an athletics foundation board, new recruiting and compliance automation procedures and processes designed to simplify processes for coaches and administrators, capital improvement projects, marketing campaigns, and many other areas that have furthered the program over the past several years.

Mr. Underwood is a distinguished graduate of the Virginia Military Institute where he served as the Regimental Commander (First Captain) for the entire cadet corps during his senior class year. He was also a 4-year letter winner on the Track & Field team as a thrower and a team captain in his senior season. He has a BA in International Studies.

3.4.2.5   David Kang, VP of Engineering

David Kang serves as the VP of Engineering for ARMS Software and is responsible for all key aspects of engineering, design, architecture, implementation, network design, security, and all other facets of the development of ARMS cutting edge technology products. He works hand-in-hand with the VP of Product Development, VP of Client Services, and VP of Sales to help set the direction and implementation of the ARMS product solutions. He is also responsible for leading the development management and team to produce the ARMS product line.

He is known across the country as one of the foremost experts in architecting and developing high technology solutions for the internet and cloud. His early career was spent as a lead engineer for one of the most successful early stage technology firms developing client-based technologies and later internet technologies. He built software products for some of the largest companies in the world that are still used today to mitigate risk, drive revenue, and lower costs.

He joined Mike Hurt in 2003 at Amentra. He continued to be a technology leader while at Amentra driving many major technology practices at the company including the data warehousing group, internet technologies group, and many others. He served as the Director of Internet Technology at Amentra and ran the entire Internet division of Amentra for several years and was responsible for more than $50M per year of technology implementation projects. During this time, he was responsible for many of the most revered product implementations within Amentra and throughout the country. He was the project manager for the Train Traffic Control System for all of North America, which promotes the safety of our railways and is making high-speed rail collisions a thing of the past. This, along with many other products he has designed and built, is one of the largest, most complex, and important technology products ever built.

Mr. Kang later became the Director of Red Hat's Cloud Division after Red Hat's acquisition of Amentra in March of 2008. Mr. Kang continues to be widely regarded across the country as one of the leaders in technology product implementation and the ARMS team and college athletic departments are lucky that he is a part of the ARMS team.

Mr. Kang is a distinguished graduate of Virginia Polytechnic Institute with a BS in Computer Engineering.

3.4.2.6   Carlton Goff, Director of Client Services

Mr. Goff serves as a Director of Client Services for ARMS and is responsible for all aspects of client service including support, training, consultative approaches to software usage, and many other facets. Mr. Goff came to ARMS as a twenty (20) year college football coaching veteran and has become an invaluable resource for coaches across the ARMS community.

Prior to ARMS, Mr. Goff served as the Recruiting Coordinator / Wide Receiver's Coach at Stony Brook University for 8 years. Mr. Goff was responsible for all facets of recruiting at Stony Brook as well as offensive game planning, etc. during his stint at Stony Brook. During his stint at Stony Brook, the program set many records including participation in the FCS playoffs during this time.

Prior to Stony Brook, Mr. Goff served for 3 years as Recruiting Coordinator / Running Backs Coach at Hofstra University. At Hofstra, he was responsible for the coordination of recruiting across the entire organization as well as offensive game planning and coaching of the running backs. Mr. Goff recruited and coached several NFL players during his stint.

Prior to Hofstra, Mr. Goff served as an offensive GA at East Carolina where he worked on all facets of the offensive game strategy and all areas in working with the offensive coordinator and other staff. Prior to East Carolina, Mr. Goff was the offensive coordinator and Assistant Director of Admissions at North Park University.

Mr. Goff has a BA in Political Science from Illinois College and a MA in Education from East Carolina University.

3.4.2.7   Winston Curry, Director of Client Services

Mr. Curry serves as a Director of Client Services for ARMS and is responsible for all aspects of client service including support, training, consultative approaches to software usage, and many other facets. Mr. Curry came to ARMS as a veteran of college basketball administration at several universities of varying size and has become an invaluable resource for coaches across the ARMS community.

Prior to ARMS, Mr. Curry served as the Director of Operations for VA Tech Basketball where he was responsible for all operations of the program. Prior to VA Tech, Mr. Curry served 2 stints at UNC Asheville, one as Video Coordinator and one as Director of Basketball Operations. Prior to UNC Asheville, Mr. Curry served as an assistant coach at Roanoke College in Roanoke, VA.

Mr. Curry has a BS in Sports Management from Mars Hill College and an MS in Sport Administration from Liberty University.

3.4.2.8   Andy Campbell, Senior Director of Compliance Services

Mr. Campbell serves the ARMS team as Senior Director of Compliance Services where he is responsible for many aspects of client management, training, product management and many other functions within the company.

Mr. Campbell joined the ARMS team after serving for the past three years as Director of Compliance at Clemson University where he was responsible for all aspects of the compliance staff including creating rules education curriculum for all staff at Clemson. Mr. Campbell was responsible for NCAA rules interpretations, working to implement appropriate compliance processes and worked directly with the football, baseball, basketball, and soccer programs as the liaison from the department to these programs. Before his time at Clemson, Mr. Campbell worked in the compliance department at the College of William and Mary. Mr. Campbell has a BS degree in Marketing from Clemson University and received his Juris Doctor from the College of William and Mary.

3.4.2.9   Brian Anderson, Director of Client Services

Mr. Anderson serves the ARMS team as Director of Client Services where he is responsible for many aspects of client management, training, product management and many other functions within the company.

Mr. Anderson joined the ARMS team after serving for the past fifteen (15) years in various capacities as a Division I baseball coach at George Mason University, Marist College, The University of Virginia, Radford University, and Penn State University. Mr. Anderson served for the past 4 years in the capacity of Associate Head Coach at Penn State University and also served as Recruiting Coordinator and Pitching Coach. Mr. Anderson is a graduate of George Mason University and played professional baseball for the Montreal Expos before starting his professional career outside of playing. Mr. Anderson has a BS degree in Economics from George Mason University.

4   Offeror Data Sheet

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

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

    Years 7   Months   10

3.   <u>REFERENCES:</u>   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.

As stated throughout this proposal, ARMS Software works with over 250 universities across the country on a departmental basis to help them transform the manner in which they can manage their departments. ARMS has provided a significant list of clients below that are of similar size to JMU as well as those that are larger as well.

There are significant reasons that ARMS is the leading software provider to the athletics industry and its incredible product and service are the largest reasons. JMU will understand this better upon speaking with any or all of these ARMS clients. ARMS is also listing references that have switched from other providers in the industry of which there are many.

Institution/Brief Description	Contact Name/Title	Phone	Email	Comments
University of Maine	Matt Curtis, Associate AD for Business	207-581-1544	matthew.curtis@maine.edu	Departmental Client of ARMS for 6 Years.
University at Albany	Melissa Peach, Associate AD for Compliance	518-442-3005	mpeach@albany.edu	Departmental Client of ARMS for 5 Years.
Drexel University	Jamie Lindsay, Assistant AD, Compliance	215-895-1596	jamie.lindsay@drexel.edu	Departmental Client of ARMS for 6 Years. Switched from Front Rush.
Elon University	Jeffrey Scheible, Assistant AD for Compliance & Technology	336-278-6756	jscheible@elon.edu	Departmental Client of ARMS for Less than 1 Year. Switched from Jump Forward.
Hofstra University	Alyssa Morales Kelly, Associate AD for NCAA Education & Compliance Services	516-463-5228	alyssa.m.moraleskelly@hofstra.edu	Departmental Client of ARMS for Less than 1 Year.

Northeastern University	Mary Mulvenna, Associate AD, Compliance & Enrollment Services	617-373-6399	m.mulvenna@northeastern.edu	Departmental Client of ARMS for 7 Years. Switched from ACS / Front Rush.
UNC Wilmington	Sandy King, Associate AD / Compliance	910-962-7095	kings@uncw.edu	Departmental Client of ARMS for 7+ Years.
Fairfield University	Justin Bell, Associate AD / Compliance & Recruitment	203-254-4000 x. 3466	jbell@fairfield.edu	Departmental Client of ARMS for 5 Years.
University of Massachusetts	Ariel Pesante, Associate AD / Governance & Compliance	413-545-1823	ap3@umass.edu	Departmental Client of ARMS for 1 Year.
University of New Hampshire	Michelle Bronner, Senior Associate AD / SWA	603-862-3900	michelle.bronner@unh.edu	Departmental Client of ARMS for 8 Years.
University of Rhode Island	Paul Kassabian, Associate AD, Compliance	401-874-7837	kokojr@uri.edu	Departmental Client of ARMS for 5 Years. Switched from Jump Forward.
University of Richmond	Mark Stanton, Compliance Coordinator	804-287-6529	mstanton@richmond.edu	Departmental Client of ARMS for 4 Years. Switched from Jump Forward
Stony Brook University	Debbie DeJong, Senior Associate AD for Compliance	631-632-7195	debbie.dejong@stonybrook.edu	Departmental Client of ARMS for 7 Years.
Villanova University	Katie LeGrand, Assistant AD / Compliance	610-519-6607	katherine.legrand@villanova.edu	Departmental Client of ARMS for Less than 1 Year. Switched from Jump Forward
North Dakota State University	Matt Larsen, Director of Athletics	701-231-8985	matthew.larsen@ndsu.edu	Departmental Client of ARMS for 4+ Years. Switched from ACS / Front Rush.
University of California Davis	Katherine Zedonis, Associate AD Compliance & ICA Services / SWA	530-752-7146	kzedonis@ucdavis.edu	Departmental Client of ARMS for 2 Years. Switched from JumpForward.
Southeastern Louisiana University	Justin Bice, Assistant to the President for Athletics Compliance	985-549-2227	justin.bice@southeastern.edu	Departmental Client of ARMS for Less than 1 Year. Switched from ACS / Front Rush.
Eastern Washington University	Mikayla Brandhorst, Assistant AD for Compliance	509-359-7404	mbrandhorst@ewu.edu	Departmental Client of ARMS for 2+ Years. Switched from ACS Athletics / Front Rush.
Colgate University	Toni Rogers, Assistant AD / Director of Student Athlete Academic Services	315-228-7605	trogers@colgate.edu	Departmental Client of ARMS for 6+ Years.

Liberty University	Bert Locklin, Associate Athletics Director	434-582-2116	blocklin@liberty.edu	Departmental Client of ARMS for 2+ Years. Switched from JumpForward.
Lamar University	Moses Dupre', Assistant AD for Compliance	409-880-8323	moses.dupre@lamar.edu	Departmental Client of ARMS for Less than 1 Year. Switched from JumpForward.
Stephen F. Austin State University	Ryan Ivey, Director of Athletics	936-468-4540	iveyrm@sfasu.edu	Departmental Client of ARMS for 5 Years.
Abilene Christian University	Chris Ballard, Associate AD for Student Services	325-674-6454	chris.ballard@acu.edu	Departmental Client of ARMS for Less than 1 Year. Switched from ACS / Front Rush.
University of the Incarnate Word	Tony Dollison, Associate AD of Compliance	210-283-6381	dollison@uiwtx.edu	Departmental Client of ARMS 2 Years. Switched from ACS / Front Rush.
Sacramento State University	Matt Vincent, Associate AD for Compliance	916-278-2636	m.vincent@csus.edu	Departmental Client of ARMS for 2 Years. Switched from ACS / Front Rush.
Dartmouth College	Joe Arnold, Assistant AD for Compliance	603-646-8810	joseph.a.arnold@dartmouth.edu	Departmental Client of ARMS for 3 Years. Switched from ACS / Front Rush.
North Carolina A&T University	Cory Lima, Associate AD of Compliance	336-285-3620	cmlima@ncat.edu	Departmental Client of ARMS for 2 Years. Switched from ACS / Front Rush.
East Tennessee State University	Kay Lennon McGrew, Senior Associate AD / SWA and Assistant University Counsel	423-439-5797	lennonk@etsu.edu	Departmental Client of ARMS for 6+ Years.
Alabama A&M University	Bryan Hicks, Director of Athletics	256-372-8057	bryan.hicks@aamu.edu	Departmental Client of ARMS for 6+ Years.
Montana State University	Leon Costello, Director of Athletics	406-994-3499	lcostello@msubobcats.com	Departmental Client of ARMS for 1+ Year. Switched from Jump Forward.
North Alabama University	Debbie Williams, Associate AD for Business Affairs / SWA	263-765-4788	dwilliams8@una.edu	Departmental Client of ARMS for 3+ Years.
Georgetown University	Dan Trump, Senior Associate AD for Internal Operations	202-687-6573	dan.trump@georgetown.edu	Departmental Client of ARMS for 6+ Years.
Washington State University	Catherine Walker, Assistant Director of Athletics	509-335-4326	cfwalker@wsu.edu	Departmental Client of ARMS for 2+ Years. Switched from ACS Athletics / Front Rush.
Fresno State University	David Hall, Associate Athletics Director	559-278-1825	dhall@csufresno.edu	Departmental Client of ARMS for 2+ Years. Switched from ACS Athletics / Front Rush.

University of Buffalo	Kelly Cruttenden, Associate AD for Compliance	716-645-7978	kc29@buffalo.edu	Departmental Client of ARMS for 4+ Years.
San Jose State University	David Rasmussen, Senior Associate AD for Compliance	408-924-1514	david.rasmussen@sjsu.edu	Departmental Client of ARMS for 1 Year. Switched from Jump Forward.
Arizona State University	Dan Wakely, Associate Athletics Director	480-965-3301	ddwake@asu.edu	Departmental Client of ARMS for 1+ Year. Switched from ACS Athletics / Front Rush.
University of Nevada Las Vegas	Eric Nepomuceno, Senior Associate AD for Compliance	702-895-1314	eric.nepomuceno@unlv.edu	Departmental Client of ARMS for 2 Years. Switched from Jump Forward.
University of New Mexico	Eric Schultz, Associate AD for Compliance	505-925-5840	erschultz@unm.edu	Departmental Client of ARMS for 1 Year. Switched from Jump Forward.
University of Arizona	Brent Blaylock, Associate AD for Compliance	520-621-8350	bblaylock@arizona.edu	Departmental Client of ARMS for less than 1 Year. Switched from Jump Forward.
University of Memphis	Marlon Dechausay, Associate AD for Student Athlete Welfare, Sport Services and Compliance	901-678-2088	marlon.d@memphis.edu	Departmental Client of ARMS for less than 1 Year. Switched from Jump Forward.
Columbia University	Kevin Burton, Associate AD for Compliance	212-854-8666	kb2799@columbia.edu	Departmental Client of ARMS for 2+ Years. Switched from ACS Athletics / Front Rush.
Marshall University	Brady Mangus, Assistant AD for Compliance	304-696-6383	mangus7@marshall.edu	Departmental Client of ARMS for less than 1 Year. Switched from Jump Forward.

1. ARMS has many other references that it could provide and many other people that are in the process of buying ARMS that it could provide, but these references should provide JMU Athletics a good understanding of ARMS capabilities to deliver these services to JMU Athletics.

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

ARMS Software, LLC administers all of its contracts out of its corporate headquarters located in Richmond, VA as documented above.

Sales Contact
Kelly Underwood
Vice President of Sales
804-325-1458
kelly.underwood@armssoftware.com

Point of Contact to Bind Offeror
Michael Hurt
CEO
804-325-1451
mike.hurt@armssoftware.com

Account Manager upon Award
Laura Ward
Vice President of Operations

804-325-1454
laura.ward@armssoftware.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:_____

_____

_____

_____

5 Small Business Subcontracting Plan

ATTACHMENT B

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

Offeror Name: ARMS Software, LLC   **Preparer Name: Michael Hurt, CEO**

Date: 10/29/2019

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

   If yes, certification number: __697899___   Certification date: _____02/09/2018 – 02/02/2023___

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

   If yes, certification number: _____   Certification date:_____

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

   If yes, certification number: _____   Certification date:_____

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

If yes, certification number: _____   Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: <u>RFP #CMJ-1062 – Athletic Recruitment Management System</u>

Date Form Completed: <u>   10/29/2019   </u>

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

Offeror / Proposer:

<u>ARMS Software, LLC</u>

808 Moorefield Park Drive, Suite 250
<u>Richmond, VA 23236   </u>
Address

<u>Michael Hurt, 804-325-1451</u>
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)
ARMS Software does not subcontract any of its services as part of this contract. ARMS is a Commonwealth of Virginia Certified Small Business itself.					

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

RETURN OF THIS PAGE IS REQUIRED

6   VASCUPP Sales

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.

6.1   Sales to VASCUPP Members

Member Institution	ARMS Software's Sales in Last 12 Months
George Mason University	$22,545.00
James Madison University	$0.00
Old Dominion University	$28,986.43
Radford University	$22,545.00
University of Virginia	$31,000.00
Virginia Commonwealth University	$24,423.75
Virginia Military Institute	$22,545.00
Virginia Tech	$25,000.00
William & Mary	$4,000.00
Longwood University	$21,042.00
University of Mary Washington	$0.00

7 Proposed Cost

ARMS SOFTWARE, LLC
ORDER FORM

808 Moorefield Park Drive, Suite 250
Richmond, VA 23236
804-325-1460 | www.armssoftware.com

ARMS

CONTRACT INFORMATION

Client information		ARMS Software Sales Representative:	
Un vers ty Name:	James Mad son Un vers ty (Ath et c Department) ("**Client**" or "**you**")	Ke y Underwood	
Contact Name:	Co een Johnson, Buyer Spec a st	Te ephone:	804 325 1458
Te ephone:	(540) 568 3137	Fax:	866 584 5108
Fax:	(540) 568 7935	Ema :	sa es@armssoftware.com
Ema :	ohns9cm@ mu.edu		
Order Form Information		**Additional Terms**	
Order Form Reference #		Payment Terms: Net 30	
Order Form Effect ve Date: TBD			
Order Form Exp rat on Date: TBD			

PURCHASE SUMMARY

Subscription Services				
Item #	Product	Term Start Date	Term End Date	Fee
1	Annua ARMS Subscr pt on for James Mad son Un vers ty Ath et c Department. Annua Subscr pt on nc udes un m ted use of ARMS Web and Mob e for the Ent re Ath et c Department. Year 1	TBD	TBD	$30,000.00
2	ARMS In t a Setup Fee (One T me Fee at Contract Incept on)	N/A	N/A	$10,000.00
		Total Year 1		**$40,000.00**

1. ARMS prov des a s ng e Subscr pt on Pr c ng strategy p us an ARMS In t a Setup Fee (n year one on y) for ts ent re product and thus does not parse ts product. Sect on X. Pr c ng Schedu e of the RFP spec f ed pr c ng for severa d fferent areas nc ud ng:
   A. L cens ng, nc ud ng t er pr ce breaks by vo ume.
   B. Data M grat on
   C. Imp ementat on Serv ces
   D. Custom zat on and Conf gurat on Cost
   E. Ongo ng Ma ntenance and Support
   F. Integrat ons
   G. In t a and Ongo ng Tra n ng
   H. Profess ona Serv ces
   I. A Other Cost (nc ud ng opt ona costs)

   A of these areas of cost are nc uded n the ARMS Annua Subscr pt on and ARMS In t a Setup Fee as dep cted n the tab e above.

2. Inc udes one (1) Annua Ons te, n person tra n ng for C ent personne and un m ted v rtua tra n ng and support for C ent personne . A so nc udes setup of C ent data nto ARMS. ARMS does not charge add t ona fees for tra n ng.

3. ARMS w nvo ce C ent for the In t a Setup Fee and Year 1 Subscr pt on upon contract ncept on. ARMS w nvo ce each subsequent year nd v dua y for payment at the Term Start Date of each year.

4. **There is no additional annual fee for ARMS Camps, but ARMS charges 6% of the total being processed via credit card for all transactions being processed. This processing fee includes the credit card processing fee, which ARMS pays for out of its proceeds to its credit card processor. The purchase of ARMS Camps requires a Marketing Agreement or Addendum to the Contract for its use.**

5. ARMS understands Sect on VIII. Spec a Terms and Cond t ons, Subsect on F. Renewa of Contract. Th s states that the contract can be renewed for up to 9 add t ona annua terms. ARMS w guarantee the annua pr c ng spec f ed above n the pr c ng tab e for a per od of 3 years (Base Year + 2 Add t ona Opt on Years). Beg nn ng n Opt on Year 3, ARMS and JMU w ut ze the pr ce ncrease structure as stated n Sect on VIII.F of the RFP. ARMS w not prov de a reduct on n pr ce over the ent re 10 year term of the Agreement (Base Year + 9 Opt on Years).

8   JMU IT Services Addendum

ATTACHMENT D

James Madison University

Information Technology Services Addendum

CONTRACTOR NAME: **ARMS Software, LLC**

PRODUCT/SOLUTION: **ARMS Athletics Management Platform**

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: **Michael Hurt**

TITLE: _____   TITLE: **CEO**

DATE: _____   DATE: 10/29/2019

REV. January 30, 2019

9 Commonwealth of Virginia Agency Contract Form Addendum

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

AGENCY NAME: James Madison University   CONTRACTOR NAME: ARMS Software, LLC   DATE:10/29/2019

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 Limited Liability Company 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 _____ CEO _____

Printed Name _____   Printed Name _____ Michael Hurt _____

April. 2017

10   Completed Higher Education Cloud Vendor Assessment Tool (HECVAT)

Per the requirements of this RFP, ARMS has included its completed HECVAT on the flash drive submitted as part of this RFP. In order to provide full context to its answers and help in JMU's review, ARMS has provided several other files on the flash drive as well. Detailed below are the files associated with the HECVAT that ARMS has provided the following documents on the flash drive provided as part of its proposal response.

1. ARMS Software's Completed Higher Education Cloud Vendor Assessment Tool (HECVAT).

2. ARMS Software's Cloud Provider Security and Process Document – This document is referenced in several places in both the responses to this RFP and in our completed HECVAT. This document will provide the JMU IT group with a great amount of detail around the ARMS Architecture, Security, SDLC, Backup and Disaster Recovery Processes, Authentication/Authorization, and many other ARMS processes.

3. ARMS Software's Latest SOC 2 Type 2 Audit Report as conducted by Cherry Bekaert, LLP for the period ending September 30, 2018 – ARMS has a SOC 2 Type 2 audit conducted on an annual basis and this is the latest audit report. This has become the industry standard for cloud-based vendors, like ARMS, that do not provide services that integrate data directly into the financial systems of their clients (those vendors are required to conduct a SOC 1 Audit instead of SOC 2). ARMS Software's auditor is currently in the process of completing the latest SOC 2 Type 2 Audit, for the period ending on September 30, 2019 and will provide its audit report to ARMS Software when completed.

4. ARMS Software's PCI DSS Attestation of Compliance – The base ARMS Product, which is being contemplated by JMU, does not process credit card transactions. ARMS does have another product called ARMS Camps, not being contemplated for purchase by JMU at this time, that does process credit card transactions. As such, ARMS follows all of the processes, security procedures, etc. as required for PCI DSS Compliance and ARMS is a PCI DSS compliant system.

5. ARMS Software's Latest Vulnerability Scan Attestation as conducted by Security Metrics, Inc. (a Certified ISV) on 09/19/2019 – ARMS has vulnerability scans conducted by a certified ASV (Security Metrics, Inc.) on a quarterly basis and this is the latest vulnerability attestation report.

6. ARMS Software's Data Types by Module Document – This document will help JMU understand the types of data that JMU Athletics CAN STORE on a per ARMS Module basis.

7. ARMS Software's GDPR Compliance Statement Document – ARMS is compliant with the European Union's GDPR requirements and this document provides details into how ARMS handles this requirement.

8. ARMS Software's Latest VPAT demonstrating compliance with WCAG 2.0 AA accessibility requirements.

11 The ARMS Product

ARMS has, by far, the most functionality and easy to use technology product in the athletics industry. This is due to the fact that ARMS was built from the ground up as the GAME CHANGING technology for complete athletic department management including the best of breed recruiting and compliance solution in the industry. ARMS is the only Process Automation Software in the industry as well. ARMS provides one single unified platform to manage all athletic department needs through a single annual subscription.

11.1 ARMS Collaboration - Communications, Calendar, and Scheduling

ARMS Team Communications and Scheduling (ARMS Team Comm) is a robust platform that makes ARMS the only software platform in the industry with a complete Team Comm platform as well as a complete athletic department management and process automation platform.

ARMS Team Comm, included within the subscription for ARMS at no additional cost, gives ARMS Clients the ability to communicate and schedule with:

- Two-way, real-time chat with individual student athletes, staff, etc. on both Web and Mobile
- Two-way, real-time chat with groups of student athletes, staff members, etc. on both Web and Mobile
- Ability to Send Messages as Group "Announcements", i.e. Bulk Individual Messaging with Individual Replies if Wanted
- Ability to Send Messages as Group Messages, i.e. Bulk Messaging with Replied to Entire Group if Wanted
- Complete Archive of All Conversations and Announcements
- Track deliveries, reads, replies, etc. through a robust interface.
- Consolidated Calendar on both Web and Mobile.
- Configurable Automated Calendar Notifications
- Notifications for Change in Schedule or Calendars
- Ability to Attach Itineraries, Files, or Any Other Types of Information to Calendar Events
- Access to All Schedule Items Including Attachments to Events in Real-Time Instantaneously on Web or

Mobile.

- Calendar Completely Integrated with Playing Seasons, CARA, Time Management Legislation, Complimentary Tickets, etc.
- Ability to View and Secure Schedules by Sport, Sub-organization, Individuals, etc. to Determine Availability of Individuals or Groups of People
- Ability to Simply Upload Class Schedules, Competition and Practice Schedules, and other Schedule Items via Direct Upload through ARMS
- Ability to Require "Check-Ins" for Different Events (like Class Check-In that is Completely Configurable
- Simple, Intuitive Native Mobile Interface for Completing Check-Ins with Direct Interface to GPS for Location Mapping During Check-In
- Sophisticated Management Screen to Administer Check-Ins and Location Mapping of Check-Ins by Group, Individual, Day, Week, Month, Event Type, etc. to Ensure Appropriate Analysis and Reporting of Check-In Data
- Many Others

11.1.1 ARMS Chat – Real-Time Two-Way Communication

ARMS Chat provides the functionality to conduct secure, real-time, two-way communication to any individuals or groups within the department. ARMS Chat can occur between individuals, entire teams, the entire department, or any groups or subgroups within the athletic department. Chats can occur utilizing two different mechanisms:

- Conversations
- Announcements

Both Conversations and Announcements are seamlessly sent from an incredibly intuitive interface within both ARMS Web and ARMS Mobile.

11.1.1.1 Conversations

Conversations are conventional group communications like those that users are familiar with when utilizing Apple Messaging or GroupMe. Conversations with individuals are standard one-on-one chat conversations that allow simple replies back and forth just like text messaging. Conversations with groups of people – this can include student athletes or staff – are treated as a group message where everyone sees that the message was sent to multiple people and any reply is a reply to the entire group for which the message was sent.

Conversations are appropriately utilized when the person sending the message wants a conversation created with an entire group and wants everyone to be able to communicate back with the entire group.

Figure 11.1 – ARMS Mobile Conversation History and Conversation Detail
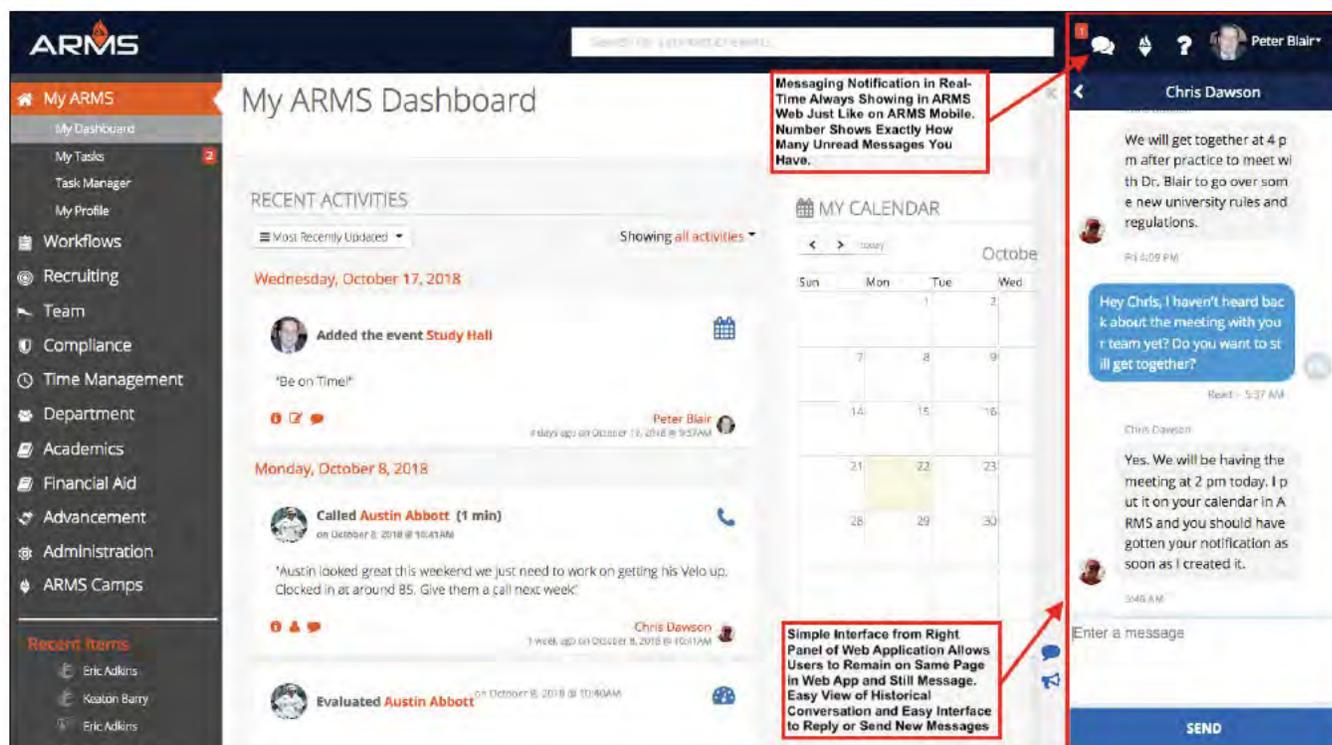
Figure 11.2 – ARMS Web Conversation History and Conversation Detail
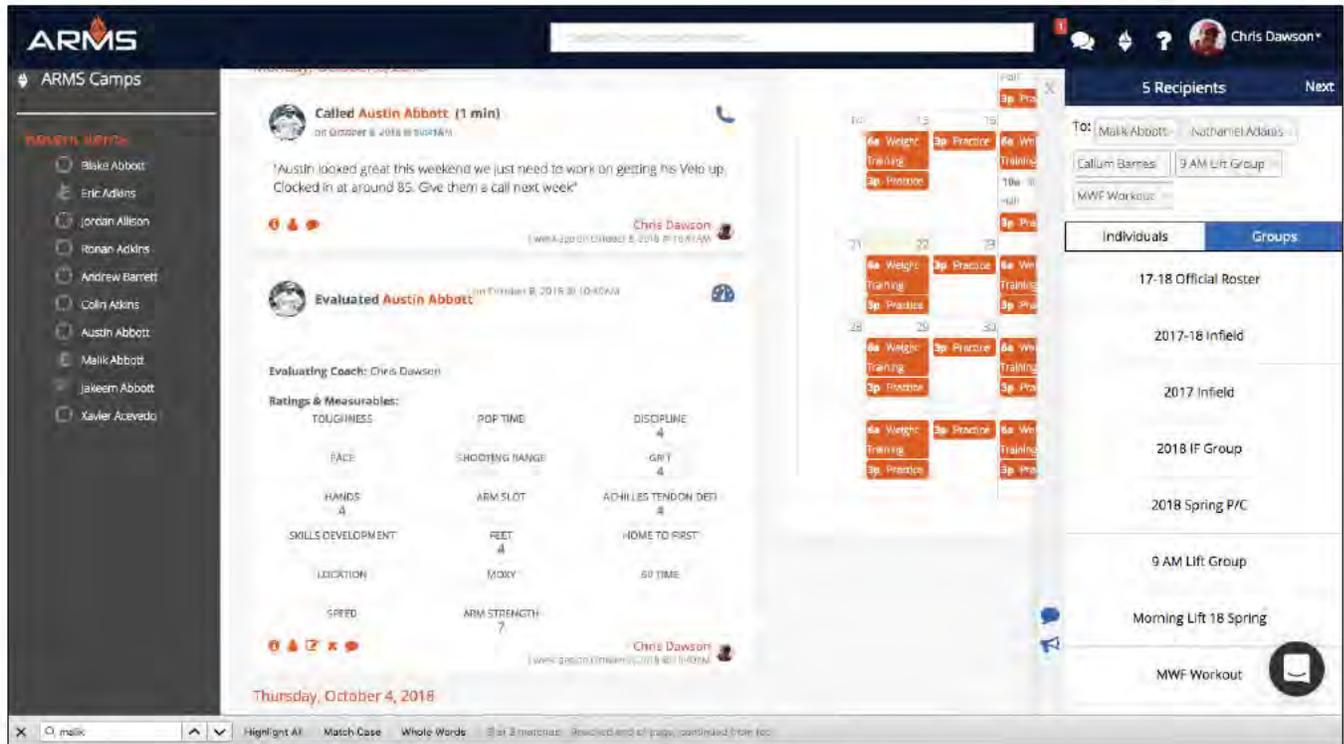
Figure 11.3 – ARMS Web Conversation Compose New Message

11.1.1.2 Announcements

Announcements are group communications that are utilized when a user wants to send a message to a group of people, but the user does not want the recipients to see anyone else to whom the message was sent and does not want replies going back to the entire group – it will only be replied to back to the original sender as if it was a one-on-one conversation. The beauty of this mechanism is that an Announcement can be sent to as many people as the sender wants to send in the group as many individual messages, but the message only needs to be created and sent once. ARMS will handle the rest by sending this out as individual messages to each recipient.

Announcements are wonderful as well because the user can always see analytics concerning these messages through a simple interface to determine whether the message was sent to each individual, whether they received the message, and also whether they read the message. Announcements are very effective when a coach wants to send an announcement out to the entire team concerning any subject, sending a menu for lunch, sending an itinerary for a trip, or when an administrator is looking to schedule a meeting and wants to get the information out in quick fashion to the group and needs to understand who received and read the message. Once again, any individual who received the Announcement can reply directly to the person sending the message through an easy to use chat interface that works exactly like text messaging on their mobile device.
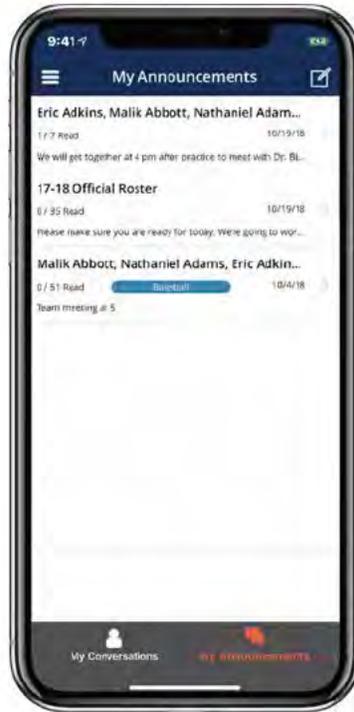
Figure 11.4 – ARMS Mobile My Announcements
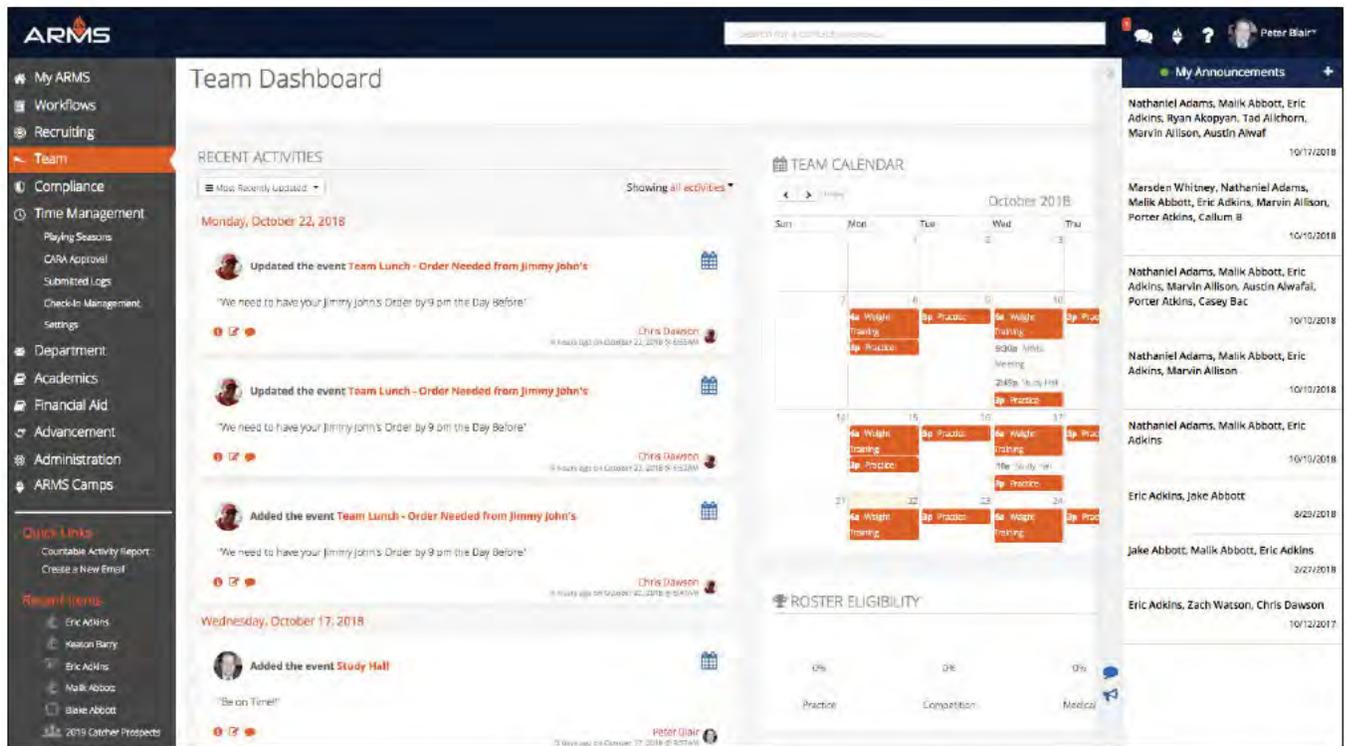
Figure 11.5 – ARMS Web My Announcements

11.1.1.3 File Sharing

Any types of files can be shared during chat to individuals or groups as part of ARMS Chat and can easily be consumed by the receiving user as part of the ARMS Chat platform.
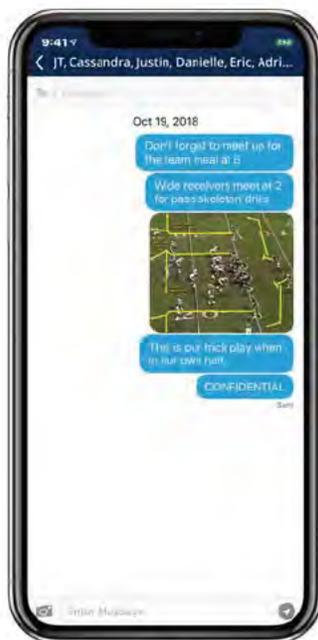
Figure 11.6 – ARMS Mobile Chat File Sharing
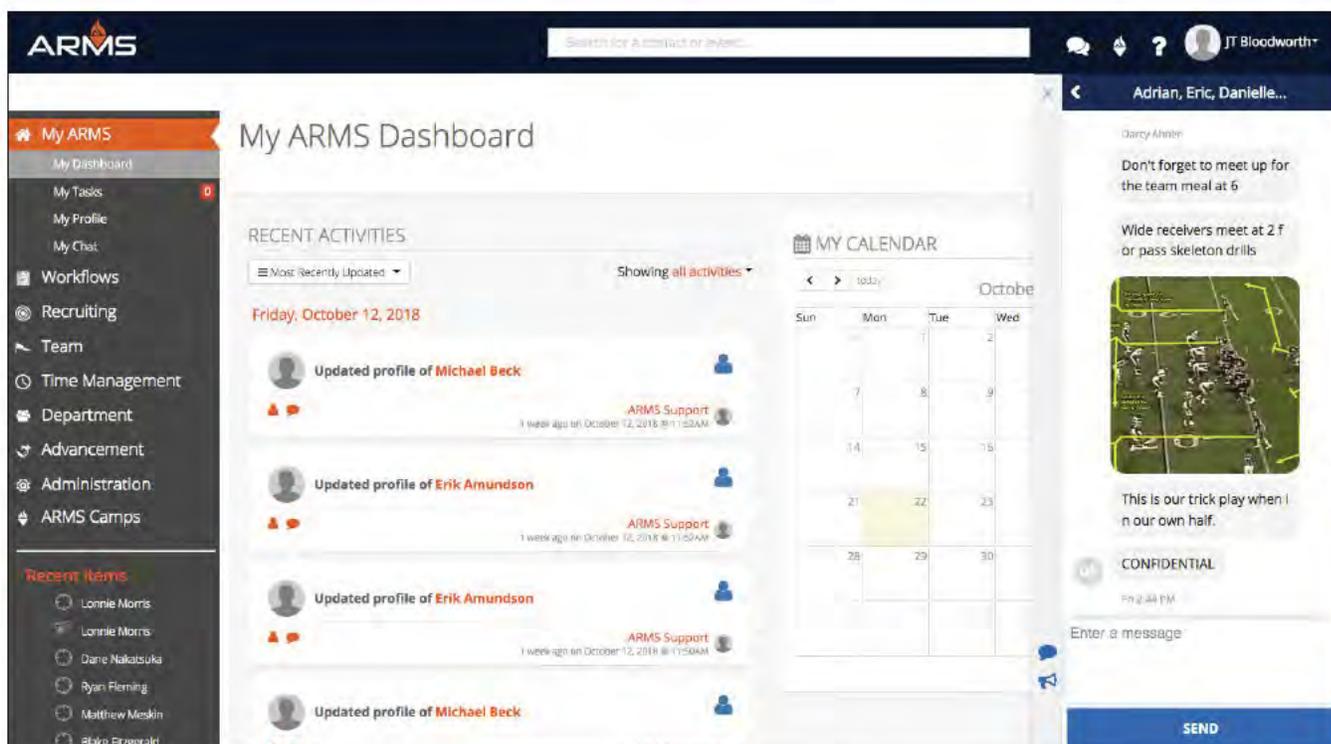
Figure 11.7 – ARMS Web Chat File Sharing

11.1.1.4 Real-Time Notifications

ARMS users receive Real-Time Notifications on both ARMS Web and ARMS Mobile whenever a message – whether a Conversation or Announcement is sent to them. The user will also receive Real-Time Notifications whenever a Calendar Event that they are a participant in is added, edited, and/or at the time that the creator of the Event sets the notification to be sent to any and/or all participants.

Figure 11.8 – ARMS Mobile Chat Automated Notifications

11.1.1.5 Message Analytics

ARMS users that send group messages get a historical record of all messages that were sent and can easily obtain analytics that include:

- Whether the Message was Sent
- Each Person Who Has Received the Message or Not
- Each Person Who Has Read the Message or Not
- Each Person Who Has Not Downloaded the ARMS Mobile Application

This information can be critical to create accountability for student athletes and staff to ensure that they are understanding and communicating based upon the needs and wants of the athletic department and/or any specific team, administrator, or coach.
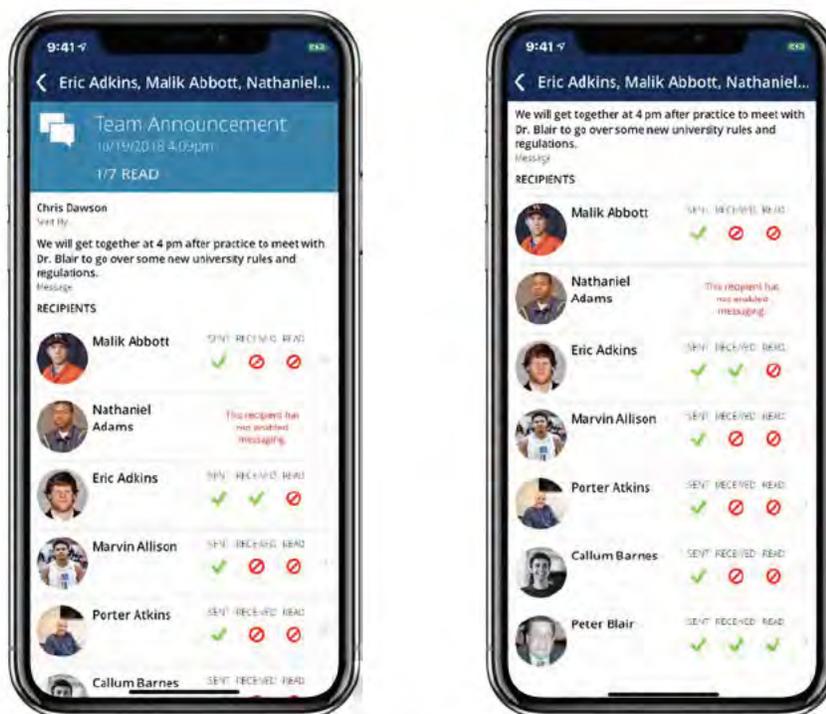
Figure 11.9 – ARMS Mobile Announcement Detailed Analytics
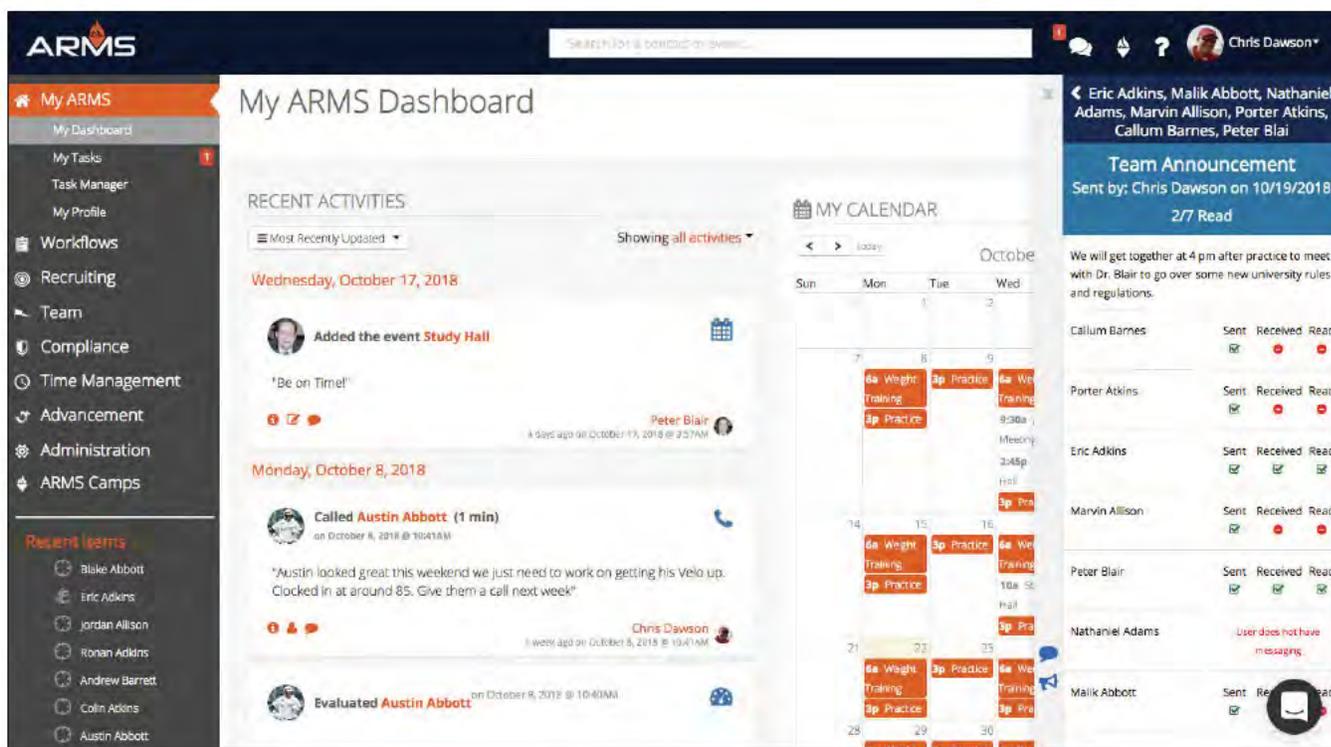
Figure 11.10 – ARMS Web Announcement Detailed Analytics

11.1.2   ARMS Calendar and Scheduling

ARMS Calendar and Scheduling provides a consolidated interface for managing all facets of the athletic department's calendar and scheduling activities for both teams and administrator calendars. Because of the overall ARMS Product's vast array of capabilities, the ARMS Calendar is so much more than just a scheduling and notification tool. The facets of ARMS Calendar as it pertains to CARA, RARA, Comp Tickets, etc. is detailed in a later section of this document. As far as it pertains to ARMS Collaboration, this section will outline the usage of the ARMS Calendar as it pertains to information and collaboration within the athletic department to communicate scheduling, understand a consolidated departmental calendar, and all of the communication that goes along with this functionality. The ARMS Calendar and Scheduling functionality includes:

- Consolidated Calendar on both ARMS Web and ARMS Mobile.
- Configurable Automated Calendar Notifications
- Notifications for Change in Schedule or Calendars
- Ability to Attach Itineraries, Files, or Any Other Types of Information to Calendar Events
- Access to All Schedule Items Including Attachments to Events in Real-Time Instantaneously on Web or Mobile.
- Calendar Completely Integrated with Playing Seasons, CARA, Time Management Legislation, Complimentary Tickets, etc.
- Ability to View and Secure Schedules by Sport, Sub-organization, Individuals, etc. to Determine Availability of Individuals or Groups of People
- Ability to Simply Upload Class Schedules, Competition and Practice Schedules, and other Schedule Items via Direct Upload through ARMS

11.1.2.1   Consolidated Departmental Calendar

One of the significant areas of simplification for ARMS Clients is the use of the ARMS Calendar by the individuals within the department and the overall integration of the ARMS Calendar for departmental use. Since each individual in the department will be utilizing ARMS for creating and managing the calendars and communication of his/her own specific areas of the department, team, etc., the Department Calendar automatically aggregates and populates this data into an easy to utilize view that is filterable by groups of people, teams, sub-departments, etc. to see an overall calendar and determine availability for things like meetings, events, etc.

This tool is incredible for the entire athletics staff to include coaches, administrators, academic coordinators, training and medical staff, and any other sub-department of athletics that has the need to schedule or need to know logistics at any level in the department.

Figure 11.11 – ARMS Mobile Consolidated Departmental Calendar
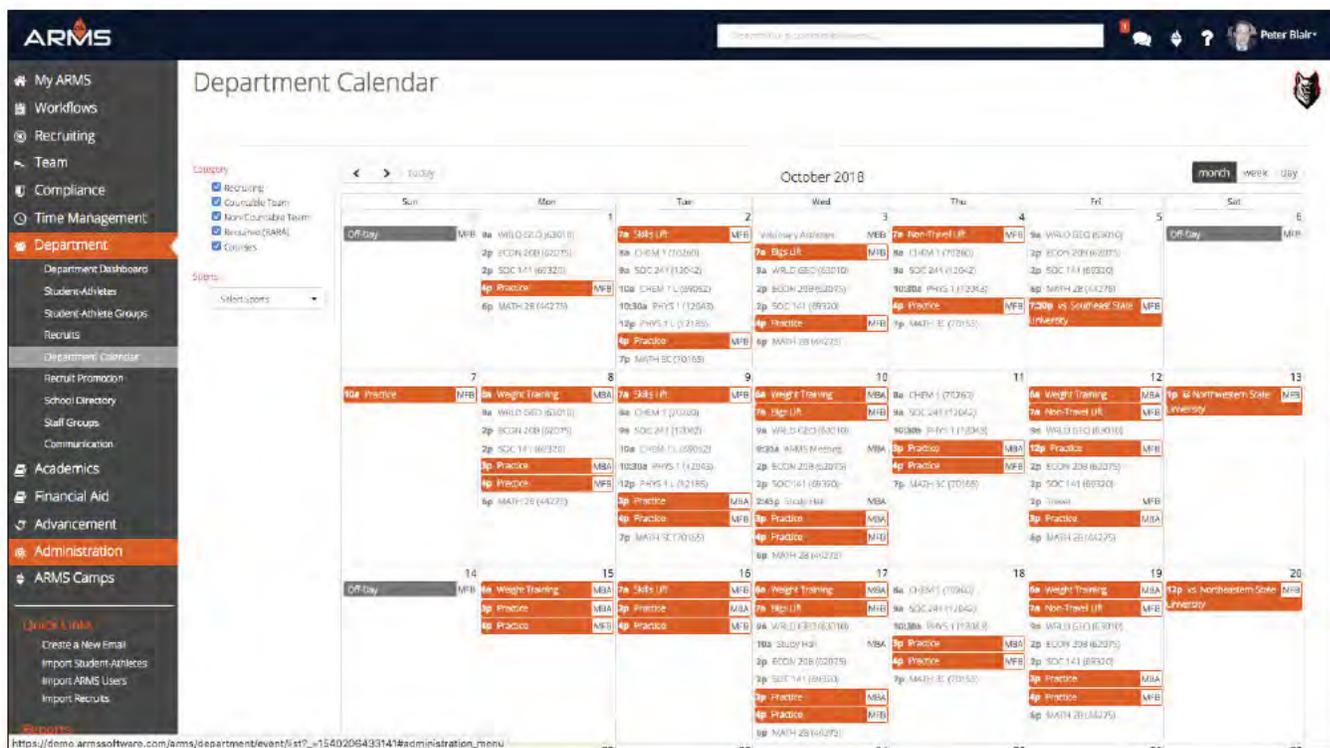
Figure 11.12 – ARMS Web Consolidated Departmental Calendar

11.1.2.2   Team and Individual Calendar

Exactly as with ARMS Departmental Calendar views, each Team and User with ARMS Calendar accessibility has the ability to view his/her own personal calendar as well has the calendar of their team(s) (coaches and administrators). Student Athletes have the ability to access the calendar at any time in ARMS and manage their entire schedule including any types of events that the department or coaching staff deems necessary and appropriate. This could include class schedules, team schedules (CARA, RARA, and non-CARA related), and any other types of events associated with their overall schedule.

This calendar is also where event check-in and other areas of ARMS are handled from the perspective of users. This functionality is always available via both ARMS Web and ARMS Mobile.
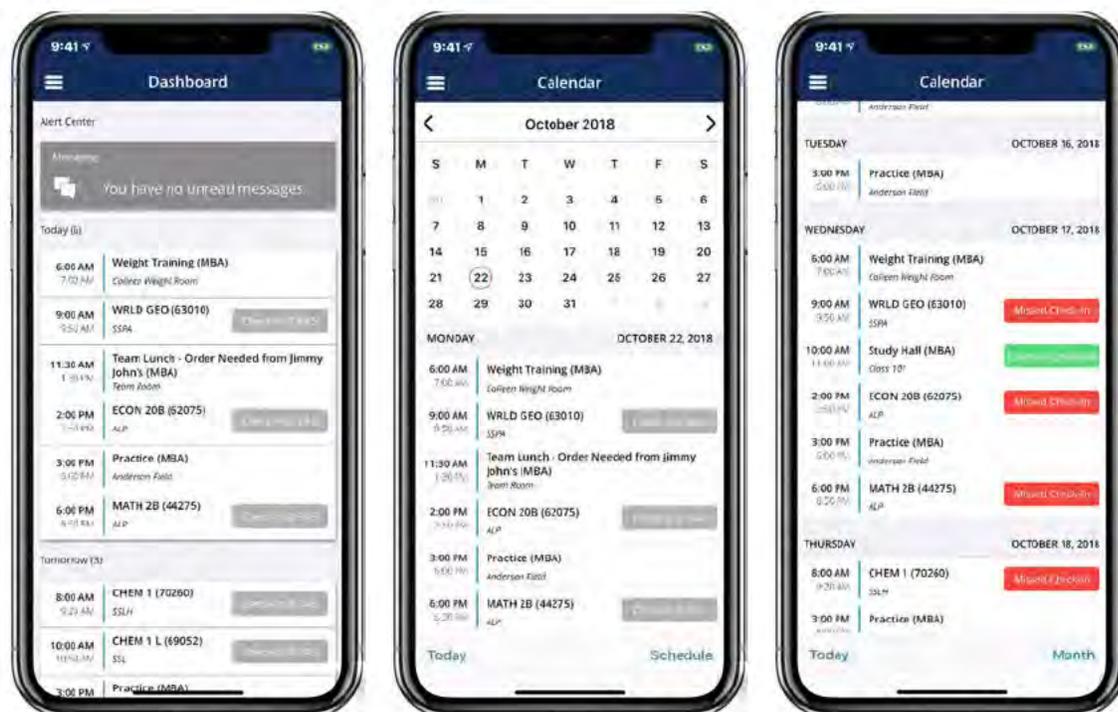
Figure 11.13 – ARMS Mobile Team and Individual Calendar Views

11.1.2.3   Real-Time Notifications

ARMS users receive Real-Time Notifications on both ARMS Web and ARMS Mobile whenever a message – whether a Conversation or Announcement is sent to them. The user will also receive Real-Time Notifications whenever a Calendar Event that they are a participant in is added, edited, and/or at the time that the creator of the Event sets the notification to be sent to any and/or all participants.

Figure 11.14 – ARMS Mobile Calendar Event Notification

11.1.2.4 File Sharing

Any types of files can be shared and attached to calendar events that are shared to individuals or groups as part of ARMS Calendar and can easily be consumed by the receiving user as part of the ARMS Calendar platform. Whether including travel itineraries, videos, or any other files, these files can be shared via any type of calendar event.

Figure 11.15 – ARMS Mobile Calendar File Sharing on Event

11.1.2.5   Integration with ARMS Chat

As with all other features of ARMS, the functionality within ARMS Calendar, including Notifications, Class Check-In, etc. are all integrated with ARMS Chat to give the ability for any user to correspond through ARMS Chat with others involved in the process in real-time with secure, two-way, trackable communications and the ability to track Analytics associated with said communications.

11.1.3   ARMS Check-In

ARMS Check-In functionality is a set of time management functionality that allows the department (coaches or administrators) to require all, specific groups, or individuals to check-in and check-out for certain types of events. This could be utilized for class check-in, important check-in events like study hall, or any other events. ARMS gives the department the ability to simply configure the types of events that require check-in and groups or people or individuals that are required to check-in and/or check-out for events.

ARMS also integrates directly with the mobile devices GPS system to track the location of the user checking in or checking out for an event. This GPS location is then overlaid across a map to point out the location to track and manage these check-ins and check-outs. This data is held for historical purposes and is easily viewable by group or individual in order to manage this process and create accountability to the people responsible for checking in and checking out of events.
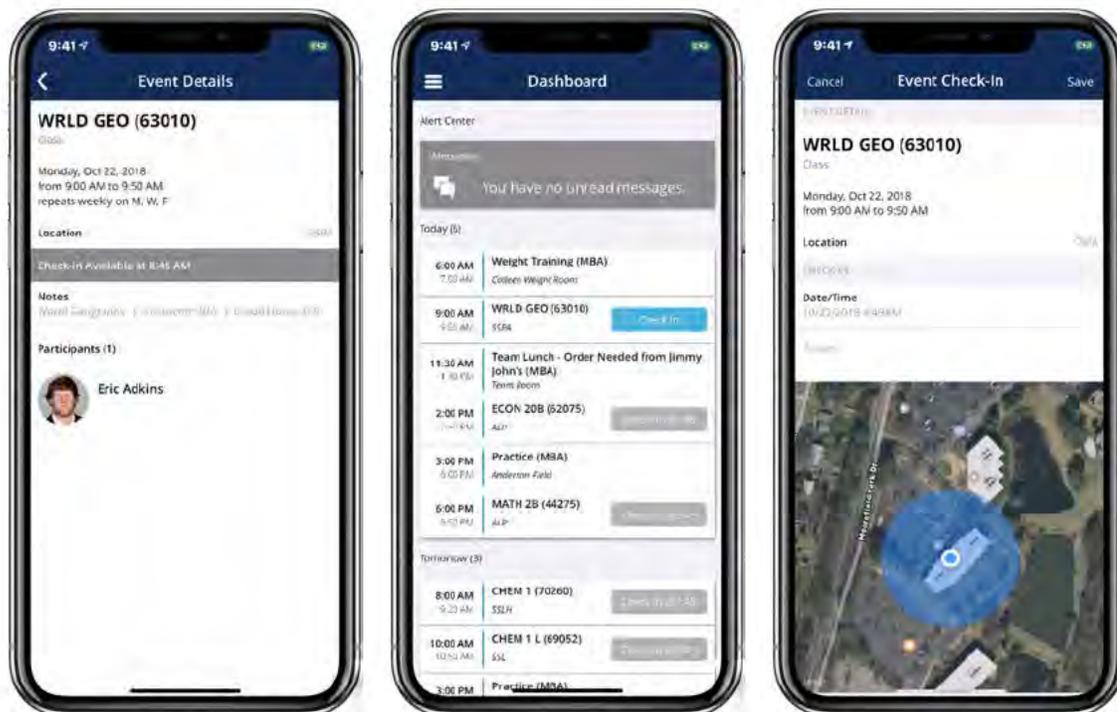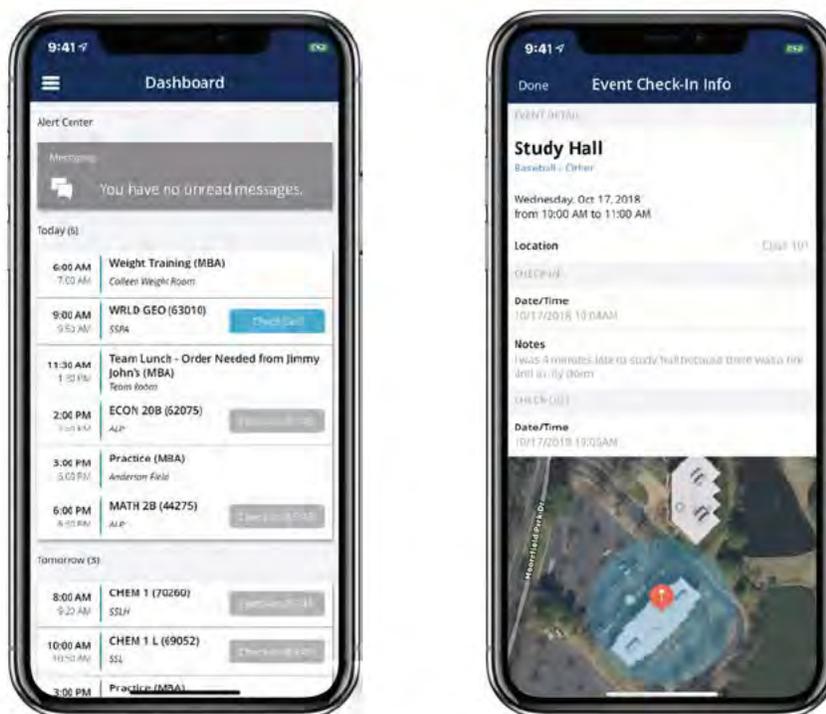
Figure 11.16 – ARMS Mobile Event Check-In Screens
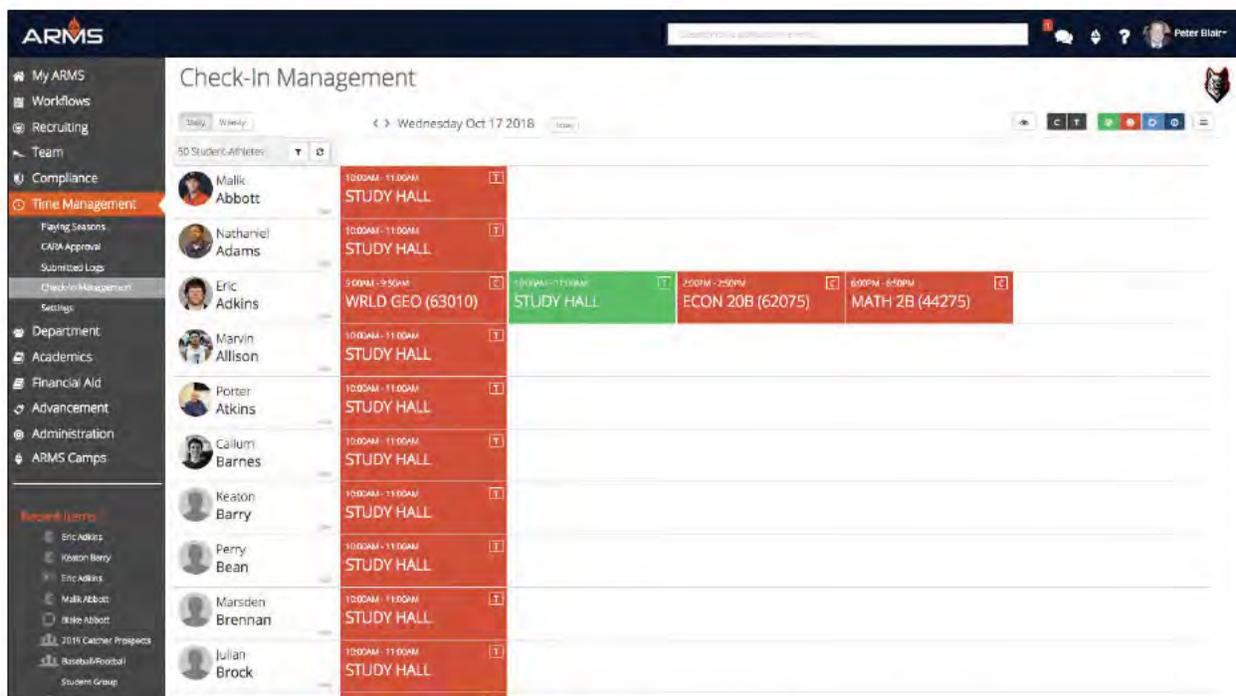
Figure 11.17 – ARMS Web Event Check-In Management Screen
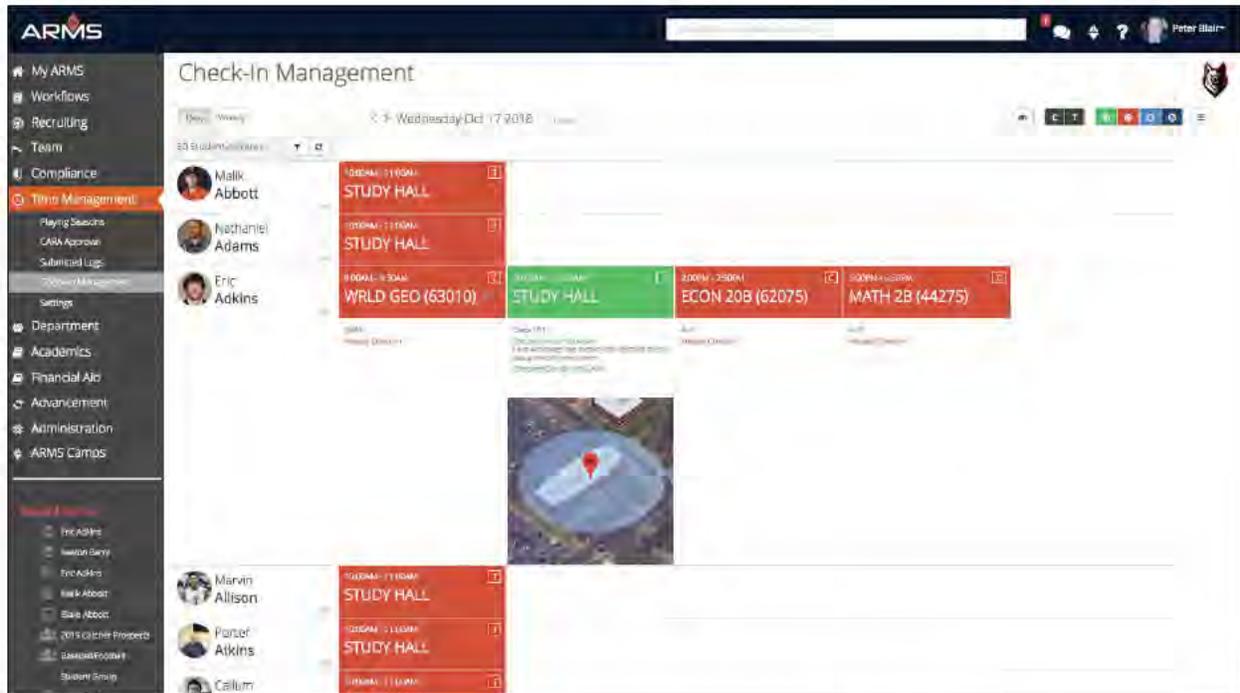
Figure 11.18 – ARMS Web Event Check-In Detail of Check In Screen

11.1.4 Integration with ARMS CARA Management, Time Management Legislation, and Complimentary Tickets

All Events associated with the ARMS Calendar are integrated within ARMS CARA Management (for events that are CARA related), Time Management for schools that have adopted the Time Management legislation, Complimentary Tickets and any other area of ARMS where events are tracked and utilized. Basically, there will never again be a time that an ARMS client will ever have to "Re-key" information across areas of the department. As soon as an event is created that should be tracked within another area of ARMS, that area of ARMS immediately has that event recorded and the appropriate functionality and legislation is applied to it immediately with warnings created, etc.

From the perspective of Time Management, ARMS has already built in the ease of student athlete communication and approval through both its ARMS Collaboration platform as well as CARA approvals and ARMS Workflow and Process Automation. ARMS has also built the easiest to utilize Time Management toolset in the athletics software industry to allow coaches and administrators to simply track additional days off and automatically test different scenarios for additional off days, rest days, etc. When days off are entered, ARMS automatically triggers, utilizing the legislation within the ARMS Rules Engine, whether a day should be counted as an additional day off, rest day, etc. and automatically adds or subtracts those totals into the practice and playing season overall numbers. This is the most sophisticated and easy to use process to alleviate all of the concerns of tracking spreadsheets, manually calculating the off day scenarios and getting approval and communicating with student athletes through the process. No other system in the college athletics industry can provide anywhere near this simplification and complete strategy to manage this legislation and logistics nightmare created from this legislation.

Figure 11.19 – ARMS Web Time Management Playing Seasons Screen

Figure 11.20 – ARMS Web Time Management Detailed Calendar Screen

11.2   ARMS Workflow and Process Automation

11.2.1   Introduction

College athletics management is a paperwork-laden endeavor with complex, multi-layer processes that require multiple review and approval steps. Within most departments, paper forms are completed and passed amongst many members of the team that, many times, creates approvals lost in process and inefficiencies in monitoring overall progress towards the goals in mind. ARMS has solved this problem within athletics by creating ARMS Workflow that **automates any process across the entire department including Business and Financial, Training, Facilities, Compliance, Academics, Pre-Admissions, and any other type of process utilized within a department or university.** Automating process via ARMS Workflow is one of the single most important steps for athletic departments to be able to implement and execute on their strategic plans.

11.2.2   ARMS Workflow

ARMS Workflow is the most powerful, flexible, and efficient process automation and tool in the industry. The ARMS software team leveraged its years of experience revolutionizing systems and processes across the Fortune 500 to bring a capability to the college athletics marketplace never before imagined. This has caused a ripple effect in the industry of existing, legacy providers attempting to introduce their own "Forms" systems, but they ultimately pale in comparison to the breadth of capabilities and the sheer power of ARMS Workflow.

11.2.2.1   Just Forms vs. Real Workflow

The ARMS Workflow system is the only offering in the market that is a true process automation and efficiency tool – a full-blown real workflow system. Offerings that simply provide the ability to enter data in a form and send it to someone else are lacking a majority of what makes a Workflow tool effective. For the purpose of this document, the following key terms are important:

- **Forms –** the web-based screens for collecting and reviewing end-user information.
- **Workflow Process –** a completely pre-defined process that specifies the life cycle of a process, including multiple-step form entry, approvals, rejections, and notifications.
-

11.2.2.2   ARMS Workflow Features

ARMS users are able to adopt ARMS Forms across the organization with a zero training impact. While ARMS covers the ability to launch forms during its onsite training sessions, our end users have reported that it was not even necessary since the ease-of-use, consistency with existing forms, and conditional display capabilities make it so any user including coaches, student-athletes, and any other personnel can intuitively fill out forms.

- **Customizable Form Layouts –** ARMS provides standard form layouts for commonly used forms and NCAA standard forms, but end-users are by no means tied to these layouts.   All ARMS Forms are completely customizable down to the descriptive text, ordering of questions, required fields, and types of controls (i.e. - picklists, date pickers, text entry, etc...)

- **Conditional Display –** One of the most powerful features in ARMS Forms is its ability to dynamically display questions as an end-user answers other questions. For instance, if the answer to one question is "Yes" then display an entire new set of questions immediately on the screen.

- **Conditionally Required Fields –** Coupling conditionally displayed fields with required fields results in a form that requires no instruction. The form will provide the right questions to the right person based on their previous answers and not allow them to submit the form until everything is entered as needed.

- **Pre-populated Data and Integration with ARMS Recruiting, Team Management, Advancement, and User**

Management – Departments have the ability to have forms prepopulate data as default values including prepopulating data based upon known information from the user profile of the completing party or to associate data with existing recruits, student-athletes, or other constituents. This can also include items like files that are part of recruit, student-athlete, or constituent profiles like transcripts, itineraries, or donor documents.

- **Custom Picklists and Dropdowns** - ARMS Workflow allows the user to create dropdown lists or multi-select boxes that can be populated with custom answers that the user can select when completing the form.

- **Security Privileges** – ARMS Forms can be tailored to control who can view different sections of information and who can enter information at various steps.

Figure 11.21 – ARMS Workflow – Custom Forms Builder Tool Example

Figure 11.22 – ARMS Workflow – ARMS Forms Builder Set Dynamic, Customized Pick List Values Example

Figure 11.23 – ARMS Workflow – Custom Form Being Completed by User – Custom Pick List Being Utilized by User

11.2.2.3   ARMS Workflow Process Features

The most critical element of the ARMS Workflow engine is its ability to manage the process, i.e. real workflow process automation. With ARMS Workflow, no one needs to know where the form goes next. ARMS Forms simply follow the path of their predefined process that can even change course simply based on the answer to a question. Though this is the case, ARMS provides transparency for all users through the interface to understand exactly where each process will flow after completion of the current step in the process.

- **Predefined Approval Chains –** An ARMS Workflow process can have a limitless number of approval steps. Whenever a Form is submitted or approved it already knows where to go next. This enables highly efficient process automation options such as parallel approvals.

- **Conditional Approval Routing –** Each approval step is governed by a set of rules that define if it should occur or not. An example would be an Official Visit form that only goes to the ticket office if tickets are needed, or a Travel Request form that only goes to the Athletic Director if it involves International travel.

- **Flexible Notifications –** ARMS notifications are provided within ARMS and via email. Notification preferences can be defined at the departmental level as well as on an individual user basis.

- **Post-Step Actions –** ARMS Workflow allows athletic departments to automate process through post-step actions. These are actions that can occur after an entire process is complete or any intermittent step in the process is completed. For example, if a student athlete completes specific medical paperwork and, at the end of the approved process, they will become medically eligible, then a post-step action can be easily created to change the medically eligible flag on his or her profile to "True" and to notify someone that this action has happened. Again, truly automating the athletic department. The applications of post-step actions are limitless.

- **100% Process Auditability –** By default, ARMS Workflow allows users to understand everyone that has ever viewed, approved, rejected, commented, et al any part of a workflow including when the action occurred and what exactly happened. This is a powerful tool for regulatory compliance with areas like HIPAA and FERPA as well as for other internal and external audit controls.

- **Self-Service and Assignable Processes –** Processes can be kicked off from the centralized "Forms Launchpad" and the available forms can be limited based on user type. Forms can also be assigned from one user to another. A great example of this is a Student-Athlete that walks into the Compliance office and asks for the Summer School Request Form. Instead of telling him to go to the Launchpad and kick off the form the staff member can simply assign it to him and it will be there waiting on him in his queue.

- **Role-Based Approvals and Sport-Specific Roles –** ARMS Workflow offers limitless roles that can be used by all users and defined as applicable to the department. This provides for a shared approval responsibility. Form approvals are easily defined for sport-specific roles such as Sport Supervisors, Academic Coordinators, or Athletic Trainers.
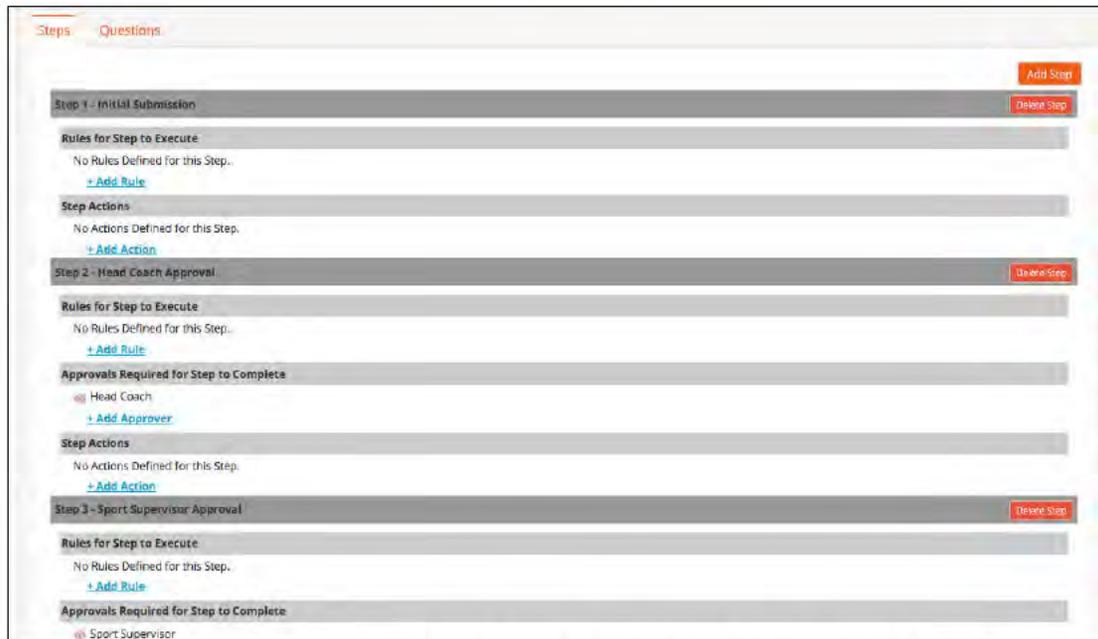
Figure 11.24 – ARMS Workflow – 100% Customizable Approval Process Setup
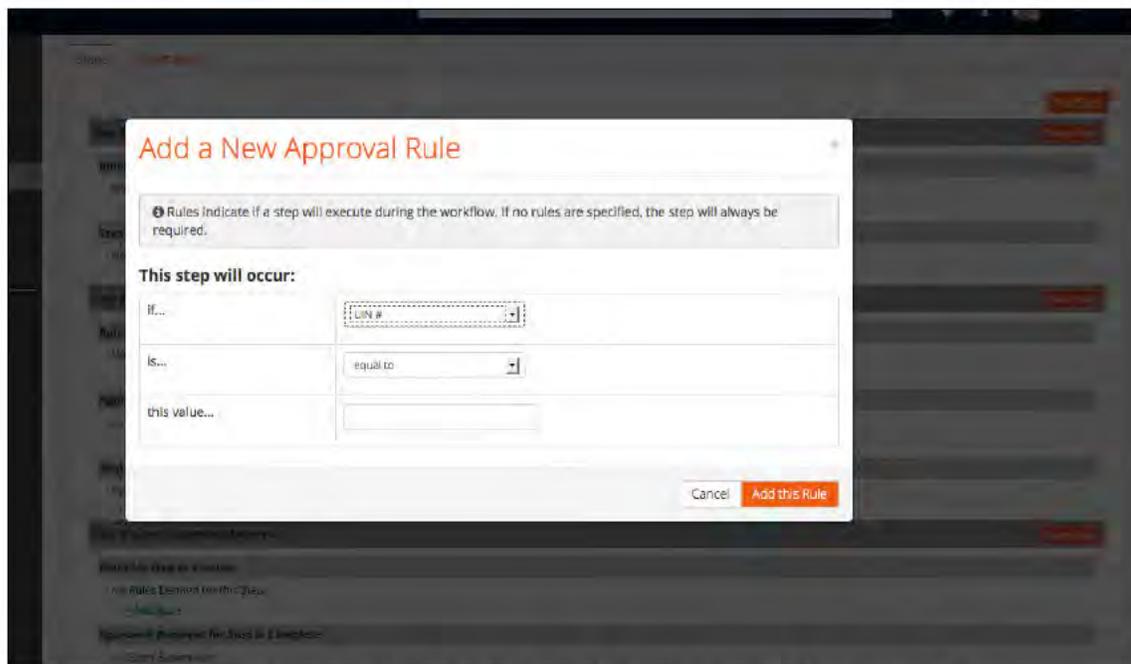
Figure 11.25 – ARMS Workflow – Add Customized Rule for Approvals
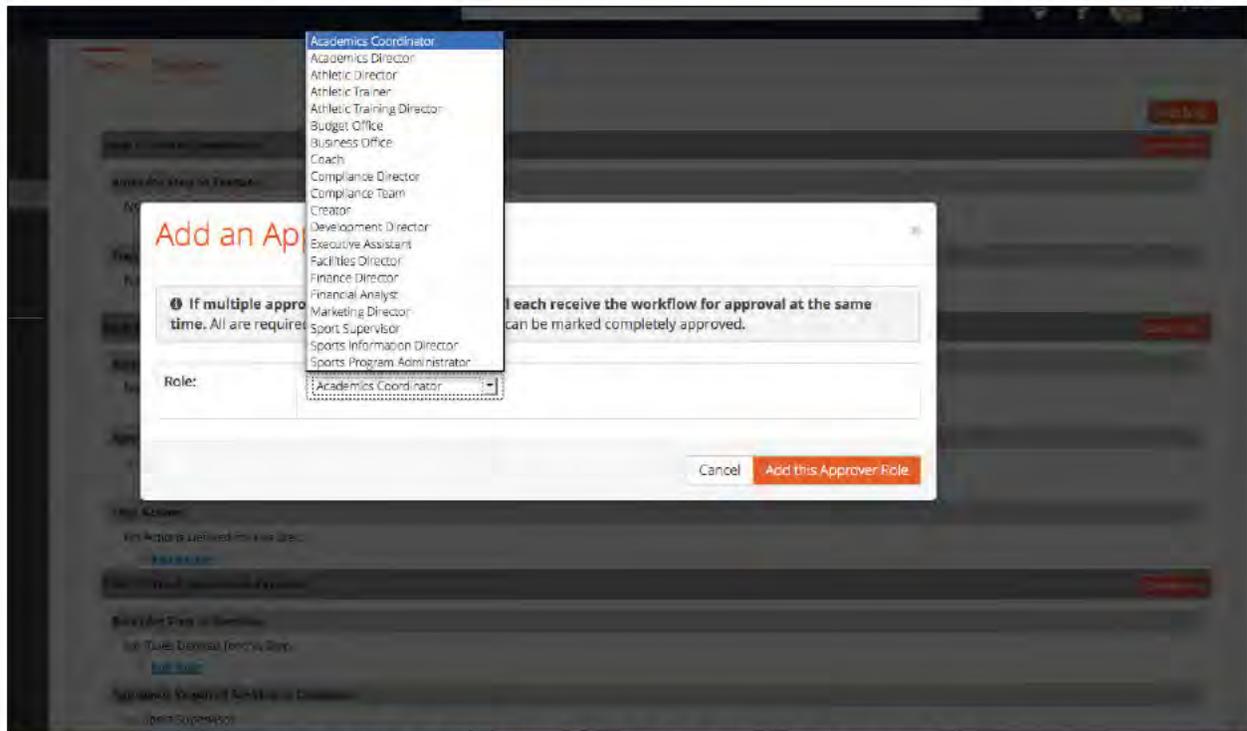
Figure 11.26 – ARMS Workflow – Add Customized Approver Role
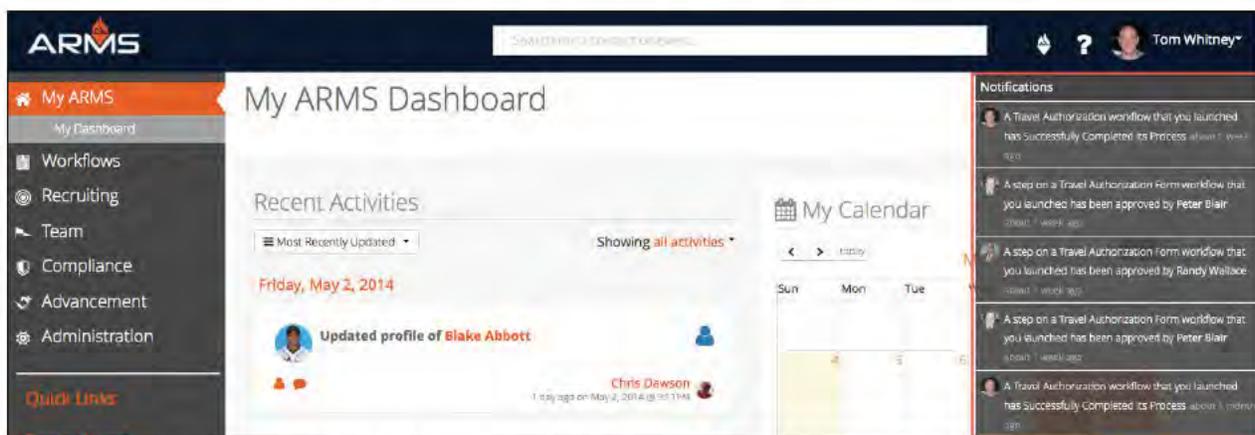
Figure 11.27 – ARMS Intuitive, Real-Time Notifications of Events Important to the User

11.2.2.4   True Departmental Solution

Due to the flexible nature of ARMS Workflow, there are limitless possibilities in how you could leverage the forms within your department. Aside from the standard compliance forms, these are some examples of types of forms and processes that have been modeled in ARMS.

- **Agent Declaration Workflow** (involving University General Counsel as an approver)
- **Invoice Approval Process**
- **Travel Request Form**
- **Student Information Questionnaire** (beginning of year forms for SIDs)
- **Athletic Training Workflows** (full athlete training packets at beginning of year)
- **Camp Approvals and Background Checks**

- **Facilities Workflows**
- **Marketing Workflows**
- **Any Business Workflows**
- **Limited Only to the Client's Imagination**
-

11.2.2.5   Real-Time Process Reporting

ARMS Workflow includes a complete suite of reporting capabilities ranging from real-time form and process status to full exports of information entered into forms.

11.2.2.5.1 ARMS Workflow Forms Hub

The ARMS Forms Hub is a one-stop monitoring solution for coaches and administrators tasked with staying on top of the status of a group of forms.

Because workflows in ARMS have approval paths based on a fully customizable configuration platform, rather than just the approver's selection, the full lifecycle of any one request is always known. In other words, you will always know when a form is on Step 3 of 5...and the ability to sort, filter, and expand on this information is always just a click away.

Information on a particular workflow, or group of workflows, can be viewed at 3 levels – summary lists, status snapshots, and detailed review screens as well as the ability to print. The ability to approve in bulk is always an option for those forms not requiring additional information on the current step.
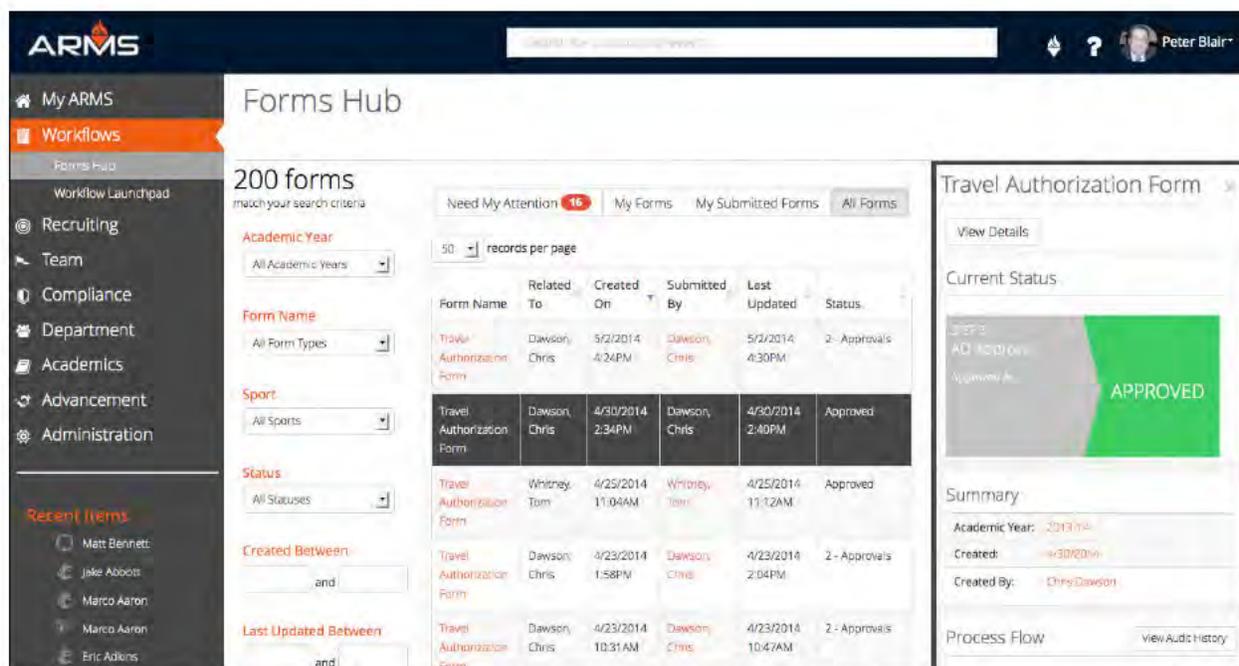
Figure 11.28 – ARMS Workflow – ARMS Workflow Forms Hub
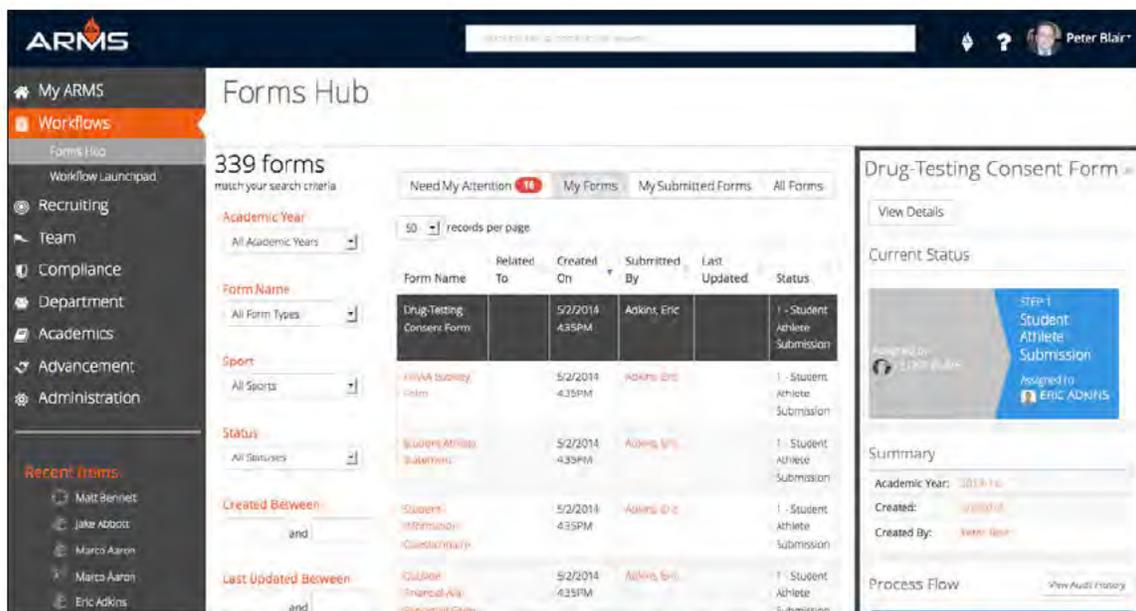
Figure 11.29 – ARMS Workflow – User's My Workflows Queue
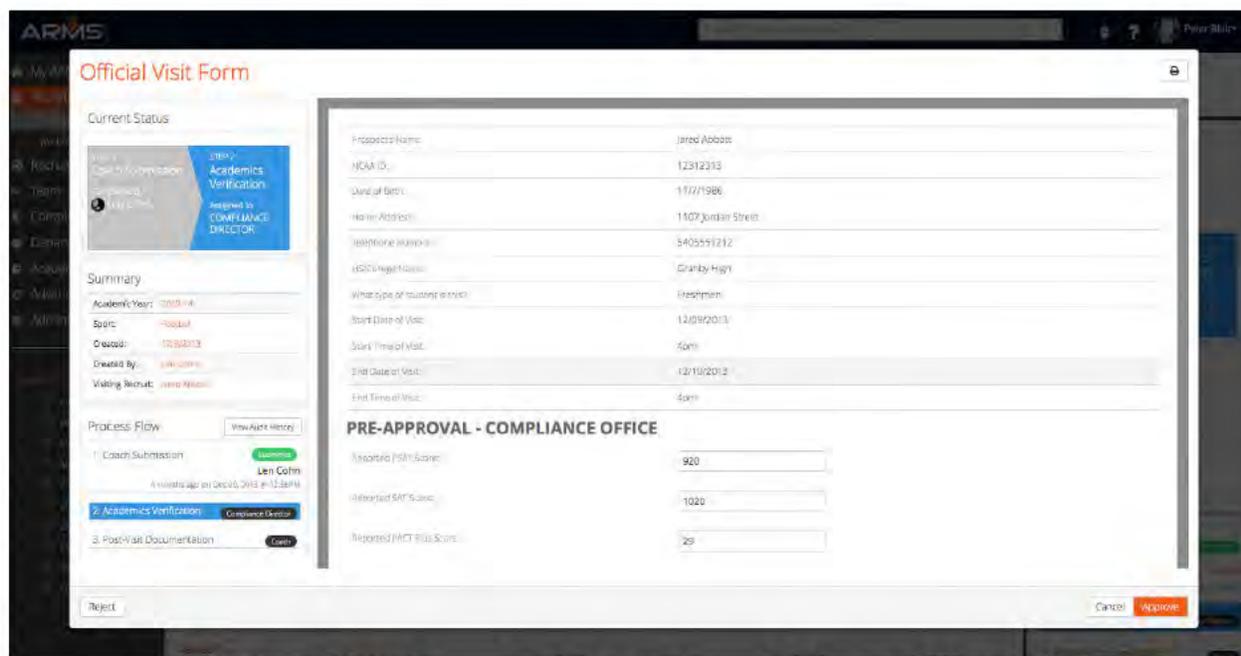
Figure 11.30 – ARMS Workflow – Detailed Review Screen for Approval of Workflow Forms

11.2.2.5.2 Workflow Launchpad

ARMS Workflow Launchpad provides a "One-stop" area for users including administrators, coaches, student-athletes, and any other user to launch workflows for processing. Workflows can be categorized utilizing completely customized headings appropriate to the specific university. Security settings can also be utilized to allow users to only see appropriate workflows for their given role at the university.
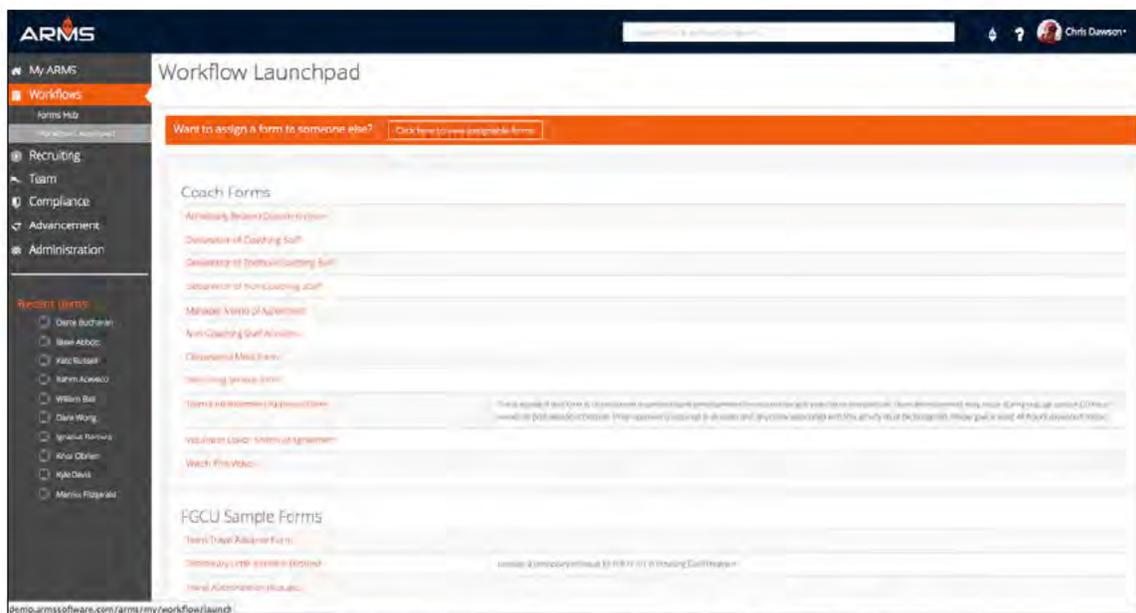
Figure 11.31 – ARMS Workflow – Workflow Launchpad

11.2.2.5.3 Integration of Workflow with Recruiting, Team and Roster Management, and Advancement

In addition to the Forms Hub, workflow information is also available within various pages in the system. For example, Recruit profiles and Student-Athlete profiles include all associated forms, including the ability to sort, filter, and review by workflow type, academic year, status, etc.
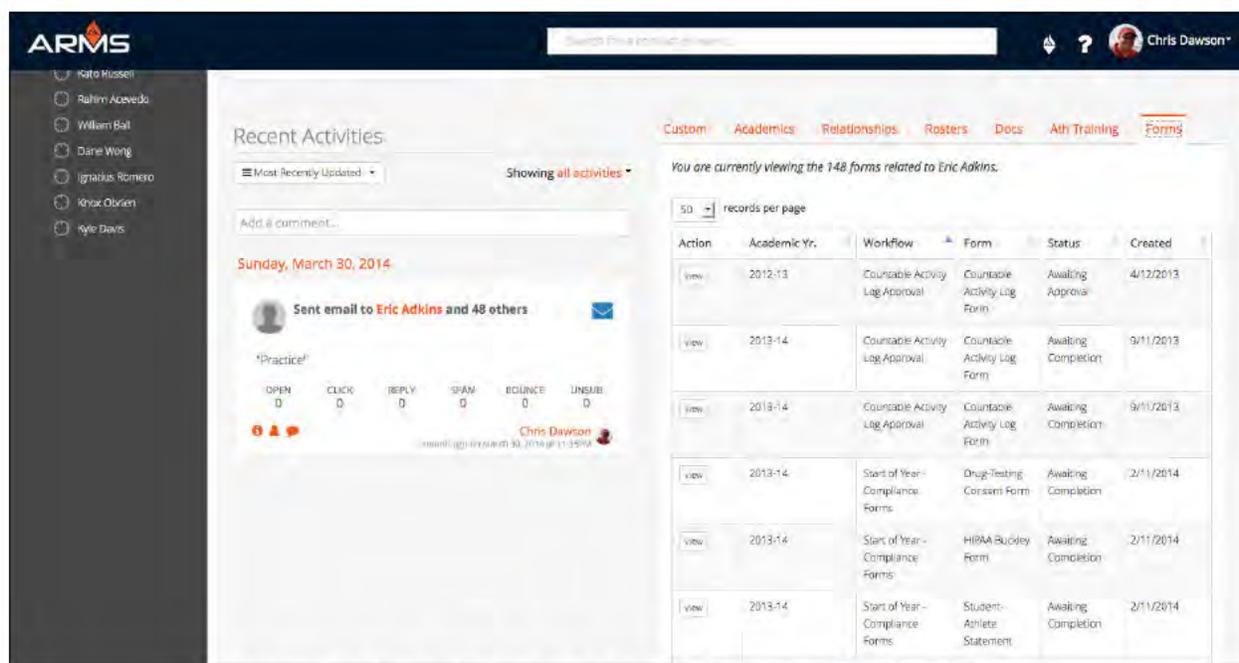
Figure 11.32 – ARMS Student-Athlete Profile – Workflow Forms Tab

Figure 11.33 – ARMS Workflow Student Athlete Workflow Status

Figure 11.34 – ARMS Workflow Explorer Management

11.2.2.5.4 Exporting of Captured Workflow Data

The nature of how ARMS stores data entered in forms enables the full exporting of captured information in an easy-to-use format that provides for sorting, filtering, and integration of data with other systems.

- **Any Form** – Any form in ARMS can be exported in a spreadsheet format, representing each form entry in a

separate row and each piece of data in a separate column.

- **Integrated Process Information** – Process metadata such as the person approving the form, the date of approval, and approval comments can all be included in the export.

Figure 11.35 – Summer School Approval Data Export

Figure 11.36 – Auto Form Responses Data Export

11.2.2.6 The ability to convert/import existing data lists from multiple sources.

The user has the ability to transfer data to and from other systems through the ARMS Import tools built in to each module of ARMS Web where data can be integrated with any outside systems including systems like CAi, Admissions Systems, Registrar's Systems or any other outside systems. Simply click the appropriate import button, choose the file, and map the data directly into the ARMS database instantaneously. For records that are incomplete or that ARMS is unable to determine a match, ARMS has a Pending Records queue that will allow the user to triage the information and determine the appropriate location for the data. This is critically important, as many software products allow BAD DATA to be imported into the system without appropriate checks and the system becomes so polluted with bad data that it becomes almost unusable. The ARMS team has built some of the largest software

systems in the world over past 20 years and understands how to keep inappropriate data out of the system in order to enhance the user experience and ability for the user to fully utilize the powerful capabilities of the ARMS product.

In cases where the coach or other user wishes to have the ARMS team help with the import, simply call or email the ARMS support team and the team will help get the data imported as well as further train the user on the correct techniques to utilize the simple to use ARMS import toolset.

The ability to export is simply completed by clicking on the appropriate export within the module of ARMS where the user is working and choosing the appropriate filters and exporting into the appropriate format. Further information on exporting data is available within the technical sections of this proposal as well.

11.3   ARMS Recruiting

11.3.1   ARMS Recruiting Web

ARMS Web is the web-based version of ARMS that can be utilized using any computer, tablet, or phone with an internet connection. ARMS Web is "Mobile Responsive" meaning that even the web version is usable on mobile devices because it is built to be utilized on any device, but most people utilize ARMS Web on either a computer or tablet device.

11.3.1.1   ARMS Recruiting Dashboard

The ARMS Recruiting Dashboard provides a snapshot of important information for the specific program for which a coach works. **No coach will ever be able to see data from another sport.** The Recruiting Dashboard provides important information for the coaching staff within the program including:

- Recent Activities – Every activity that has happened within the program with the last item first. This provides a great snapshot for every coach to know what is happening and all activities from both ARMS Mobile and ARMS Web are available immediately and in real time. Link directly to any recruit and information in "One Click" from the Recent Activities list.
- Quick View of Current Recruiting Period.
- Quick View of Recruiting Days Used.
- Number of Pending Questionnaires
- Number of Dropbox Contacts (Contacts that were forwarded in from email that are not in the recruiting database).
- A view of the recruiting calendar for the entire program.

A screenshot is below and is self explanatory.
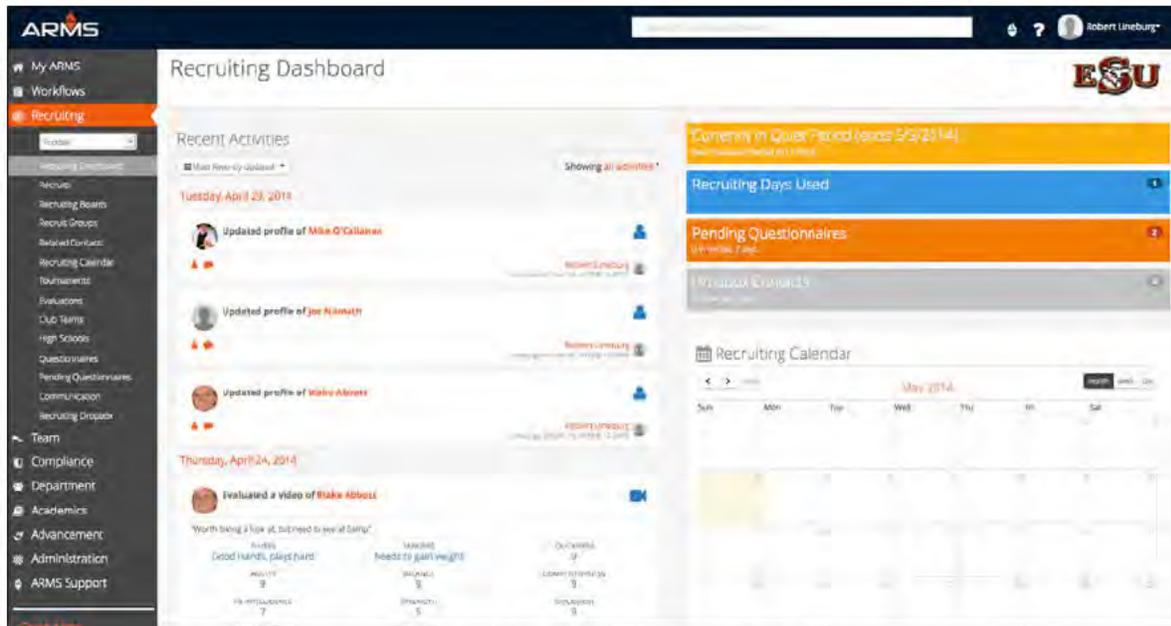
Figure 11.37 – ARMS Recruiting Dashboard

11.3.1.2   Recruits

ARMS provides a consolidated list of Recruits within this Section of ARMS Recruiting. Coaches can view exactly how many recruits they have and have the ability to search on specific kids by name or utilize ARMS Faceted Search, which is a technology within the industry that only ARMS utilizes and is the standard for search on the Internet today with sites like Amazon.com, eBay.com, and every other major site on the internet. **The ARMS Recruit list is completely customizable and each sport, coach, etc. can create his or her own view and utilize this list with exactly the information that they want on the screen**. Coaches can also print recruit summary reports based upon groups of recruits selected as facets of smart or manual groups with the click of a button. Several screen shots are below showing the areas of the Recruit list.

11.3.1.3   Faceted Search

Faceted search allows coaches to pare down the exact recruits that they want based upon any criteria that they'd like at the click of a button. Unlike every other competitor in the industry, ARMS does not make coaches "Tag" the recruits in order to do more simple searches. Simply click on items like "Grad Year", "Assigned Coach", "Position", and any other information that you'd like and ARMS will pare down the recruits to just the ones that you want. Then these recruits can be saved into either Manual Groups or Smart Groups. We'll explain those below.

11.3.1.4   Groups

11.3.1.4.1 Smart Groups

ARMS has a revolutionary technique of grouping recruits that are called "Smart Groups". Smart Groups allow coaches to save a search type instead of just a list of recruits. This allows these groups to grow and shrink as PSAs are added to the system or as PSAs fall out of a certain category and they live. For example, save a smart group of all of Coach Smith's 2015 Five Star Safeties in the State of Utah that are academic qualifiers. This group will grow and shrink as data is brought in the system or as PSAs are evaluated out of the Five Star criterion. Smart Groups save immense amounts of work and also become invaluable since these groups can be accessed directly from the mobile device as well.

11.3.1.4.2 Manual Groups

Manual Groups are simply created as groups of PSAs that are fixed and only change if they are moved in or out of the Manual Group.
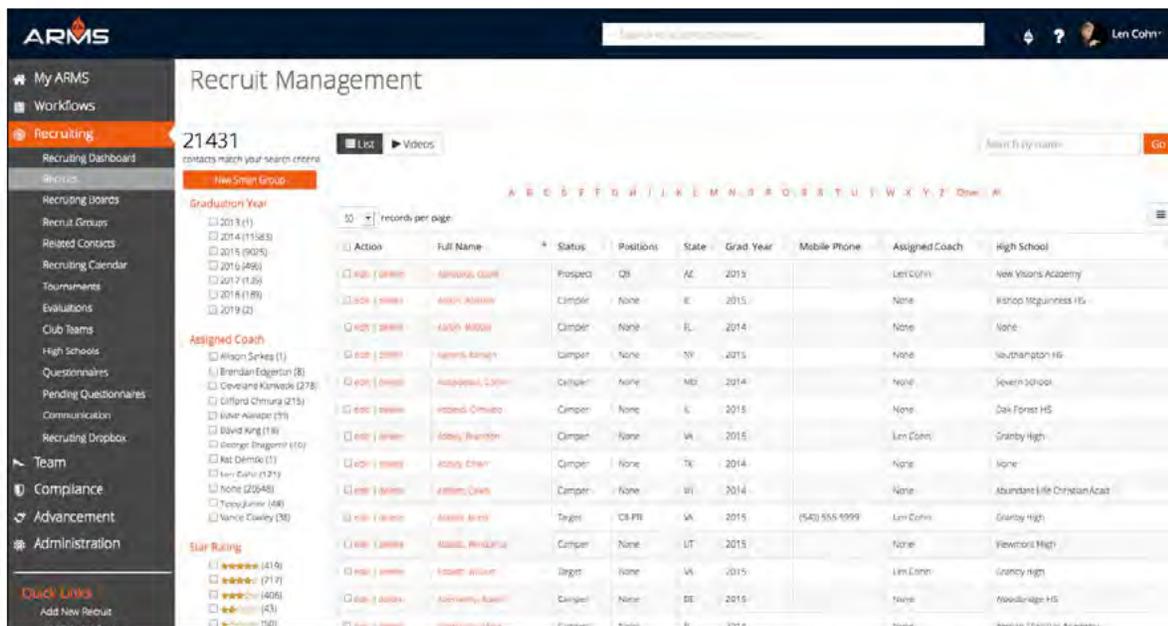
Figure 11.38 – ARMS Recruit List
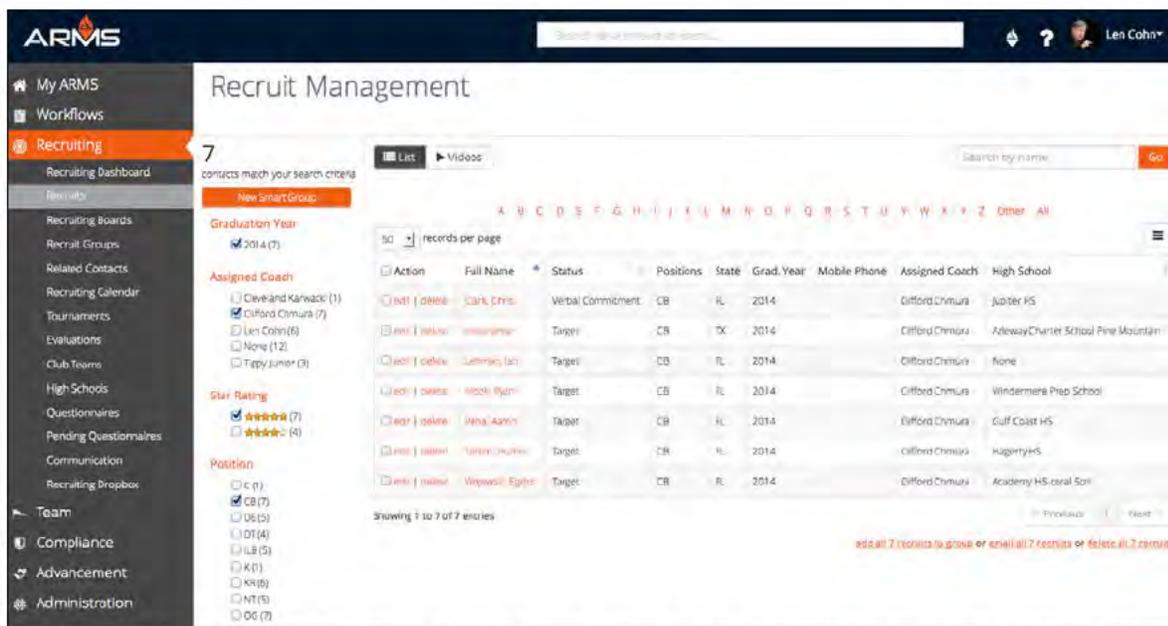
Figure 11.39 – ARMS Recruit List Faceted Down by Grad Year, Assigned Coach, Star Rating, and Position
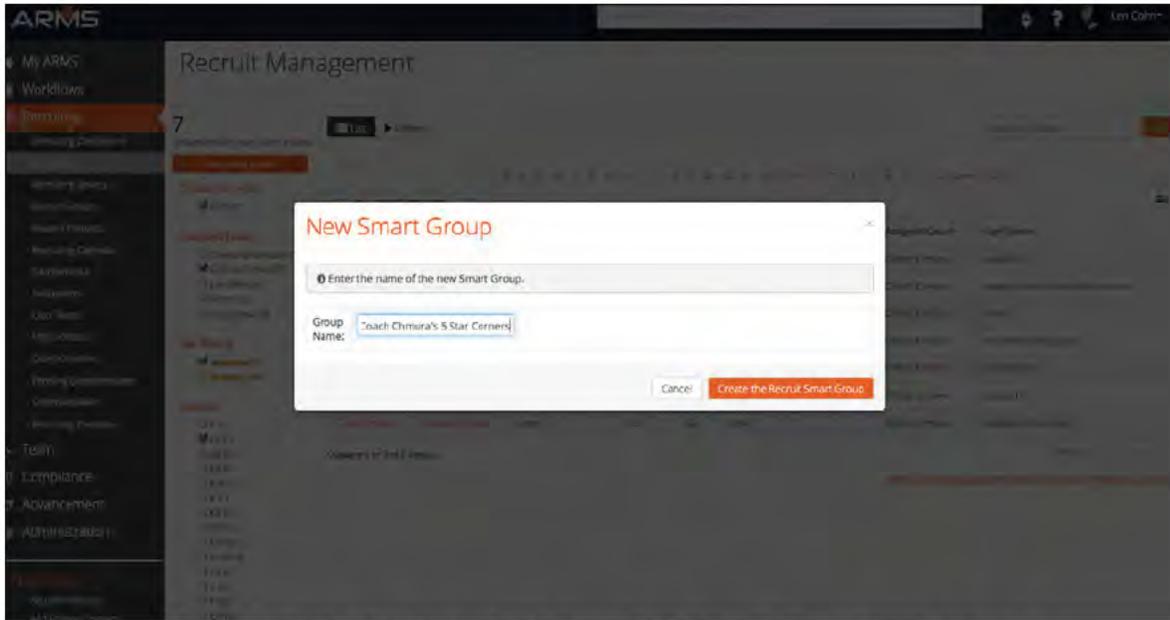
Figure 11.40 – Creating a Smart Group Called Coach Chmura's 5 Star Corners
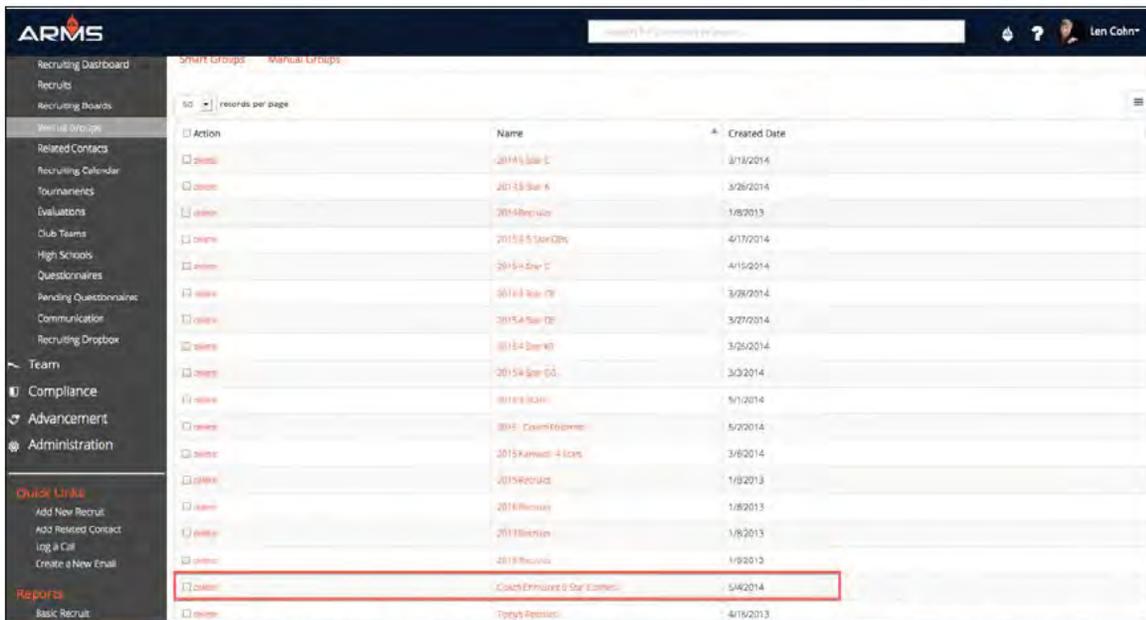
Figure 11.41 – Smart Group List for Sport – Box Around Coach Chmura's 5 Star Corner Group
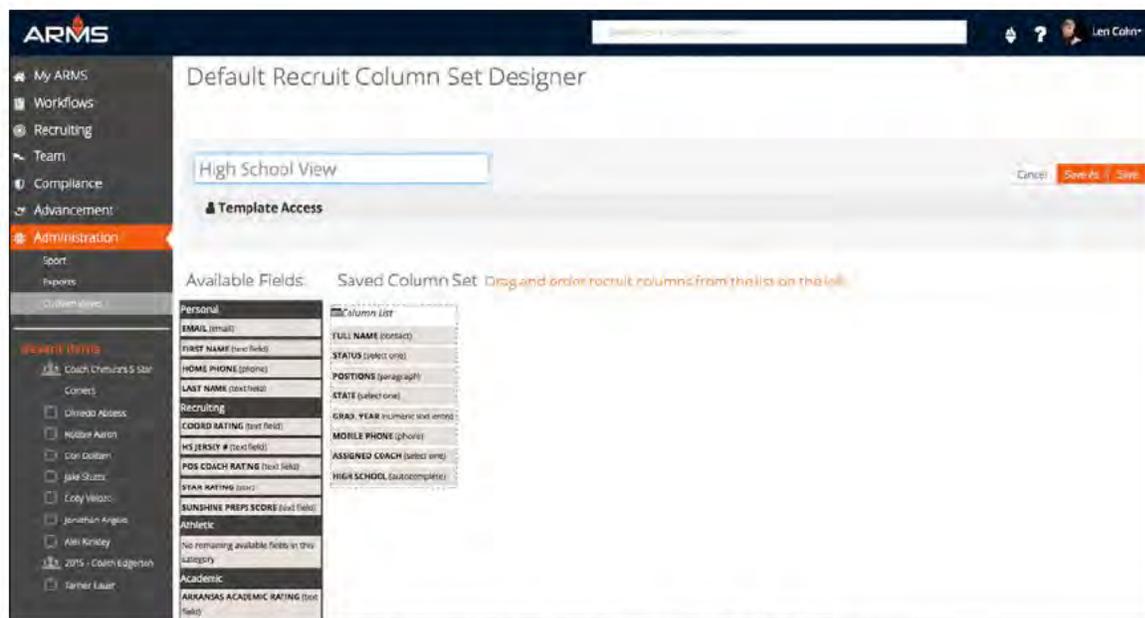
Figure 11.42 – Customize Recruit List Screen

11.3.1.5 Customized reporting and terminology by sport program.

Each sport absolutely has the ability to configure any information through self-service administration and/or through the use of the ARMS Help Desk. The users within the sports can configure many things including, but not limited to, staff information, positions to track, evaluation criteria, scorecard formulas for evaluating and ranking PSAs, initiate the tracking of custom fields, create new recruit facets for faceted search, create email content templates, and customize similar types of information for student-athletes and alumni/constituents. ARMS can also be configured for CARA information like segment declaration, start of week, approval process, etc. ARMS is the most customizable software package in the industry for allowing any sport to become the most efficient. Please see the figure below with a quick view of the administrative area screens.
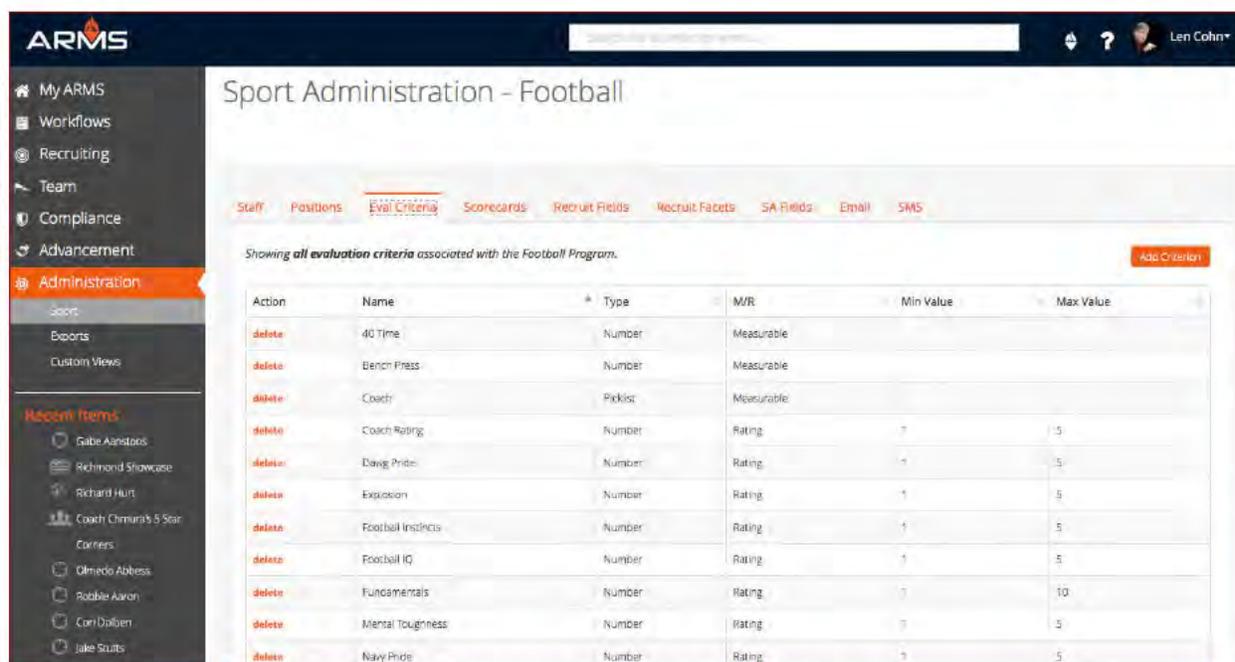
Figure 11.43 – Sport Administration Screen

11.3.1.6   Recruit Video Repository

ARMS Recruiting has a complete video repository for links to videos for all recruits in the system that are viewable as a searchable list. Each video is also accessible from the recruit's profile. This is available from the Recruit List Screen and can be utilized to provide workflow strategies for driving video evaluations across the entire coaching staff and to determine what videos have been evaluated, etc. ARMS provides integration to most of the large video providers including YouTube, Vimeo, etc. and video links are available to be stored for any provider including HUDL and other providers of video content. These videos can be launched in screen to conduct video evaluations directly from the video, recruit profile, recruiting big board, etc. Videos links can be loaded either through uploads directly into ARMS, manually by the coaching staff or operations staff, or by the recruit through questionnaires to update their profile directly. Several screen shots are shown below to show these areas.
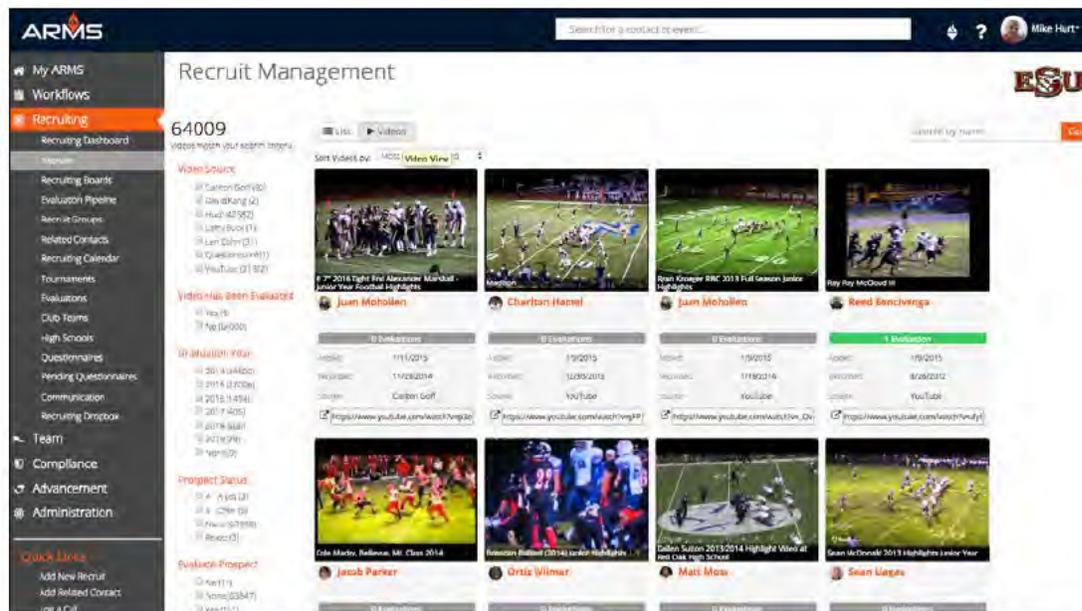
Figure 11.44 – Video Big Board for All Recruits

11.3.1.7   Recruit Profile

Coaches can access recruit profile through ARMS from many different areas including the Recruit List, Video Repository, Recruiting Boards (to be discussed later), Latest Activity, etc. The Recruit Profile is a complete detail of everything associated with the recruit including:

- Contact Information
- Social Network Information (linkable directly to their social profiles)
- Academic Information
- Athletic Information
- High School Information
- Documents Associated with Recruit (Transcripts, Schedules, etc. can be stored directly in the profile)
- Club Team Information
- Tournaments Attending
- Other Schools Interested
- Visit Information (Directly tied to calendar)
- Videos
- Related Contacts (Coaches, Parents, Siblings, Friends, et al)
- Compliance Warnings

- Print the Recruit Profile at the Click of a Button
- Many other areas

The recruit profile is completely customizable just like the Recruit List and information can be moved to different areas of the profile and unlimited numbers of profiles can be created, for example Athletic Profile, Academic Profile, Personal Profile, etc. A few screen shots of the profile are included below.
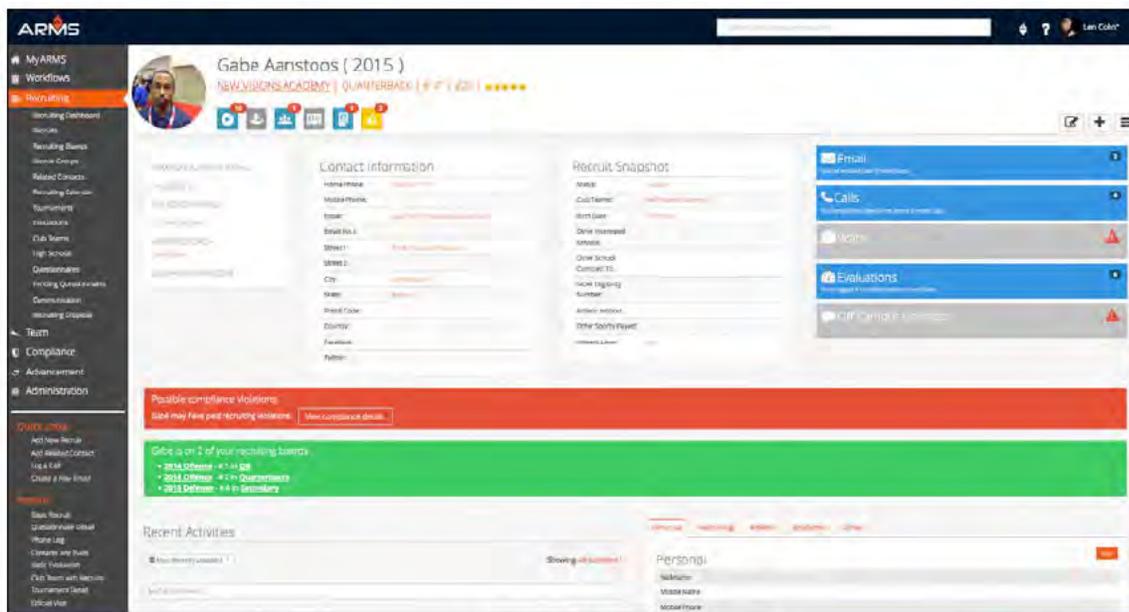
Figure 11.45 – Recruit Profile
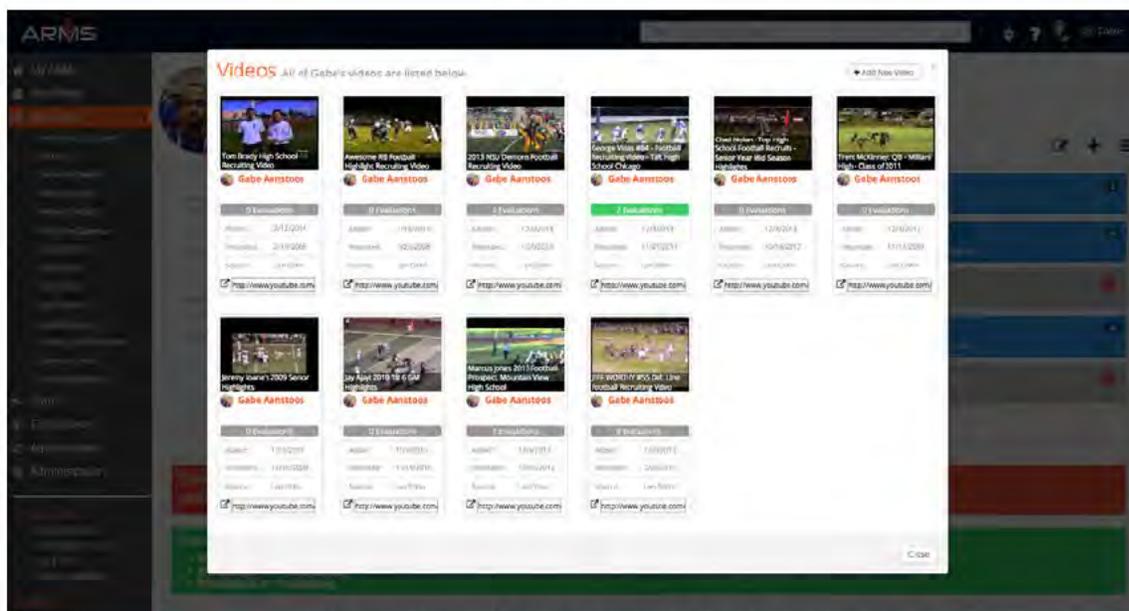
Figure 11.46 – Videos within Individual Recruit Profile
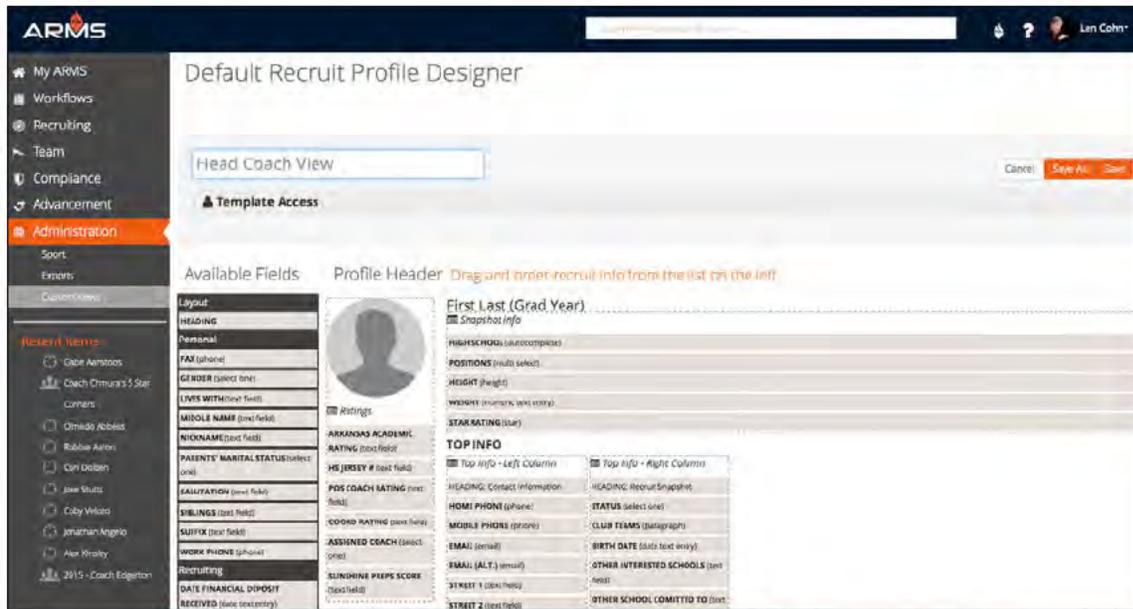
Figure 11.47 – Customize Recruit Profile
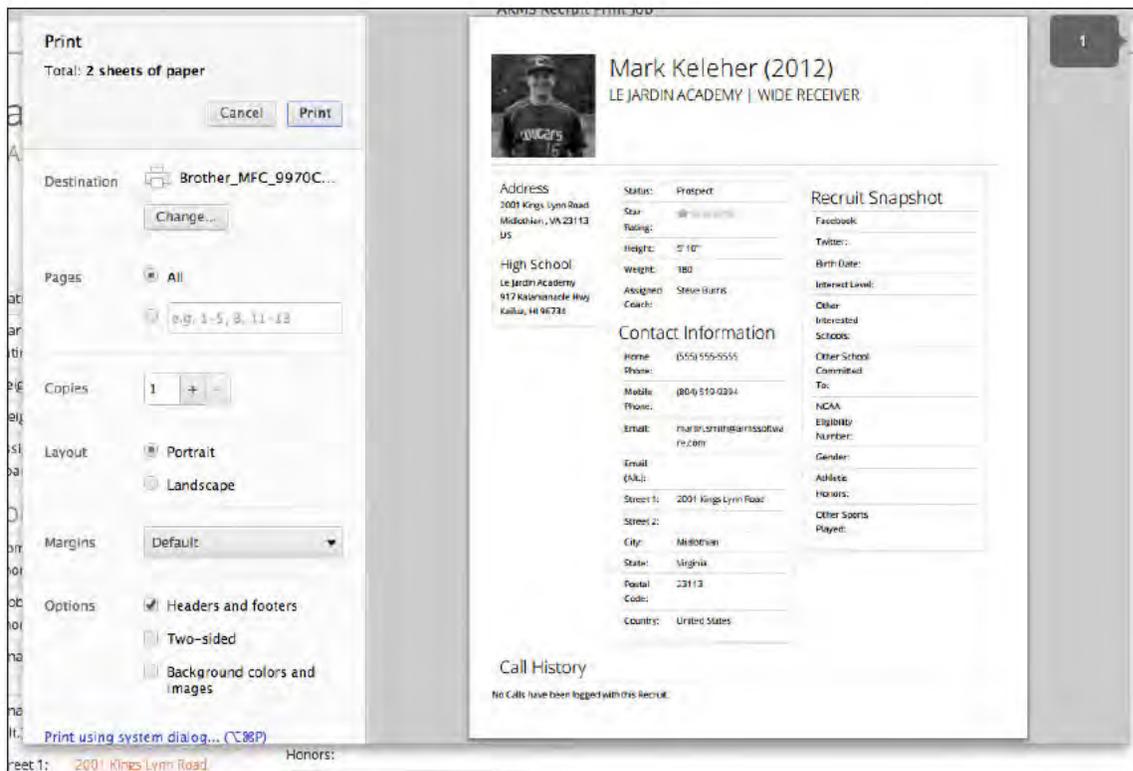
Figure 11.48 – Print Screen of Recruit Profile

11.3.1.8 Recruiting Boards

ARMS has, by far, the most sophisticated and easiest to use Recruiting Boards in the athletics software industry. The ARMS recruiting boards are completely customizable, i.e. the coaching staff has complete control as to what data shows up on each PSA's card. The coaching staff can create as many boards as they want, can create as many

categories within each board as they want, and can simply add PSAs to the recruiting board by using the ARMS faceted search capability, search for a specific PSA, add a PSA directly from the recruit list or the recruit profile, etc.

The coaching staff can utilize any color coding system that they would like to utilize for specific categories of PSA and the boards are all printable and exportable at the touch of a button. In summary, here are some of the important parts of the ARMS Recruiting Boards:

- Unlimited Boards
- Unlimited Categories within Each Board
- Completely Customizable Cards (coaches choose what information goes on the card)
- Color Coding Capabilities
- Printable at the Touch of a Button
- View Recruit's Full Profile by Simply Clicking on the Card on the Board
- See All Recent Activity for Everyone Associated with the Board on the Same Screen as the Board
- Drag and Drop Kids Up and Down the Board or Off the Board
- ARMS Mobile has Complete Board Functionality on Both Phone and iPad that Syncs to Web Immediately
- View Videos of Only Those on the Board
- Many Other Functions

Several screen shots of the big board functionality are available below.

Figure 11.49 – Recruiting Board with Latest Activity on Board
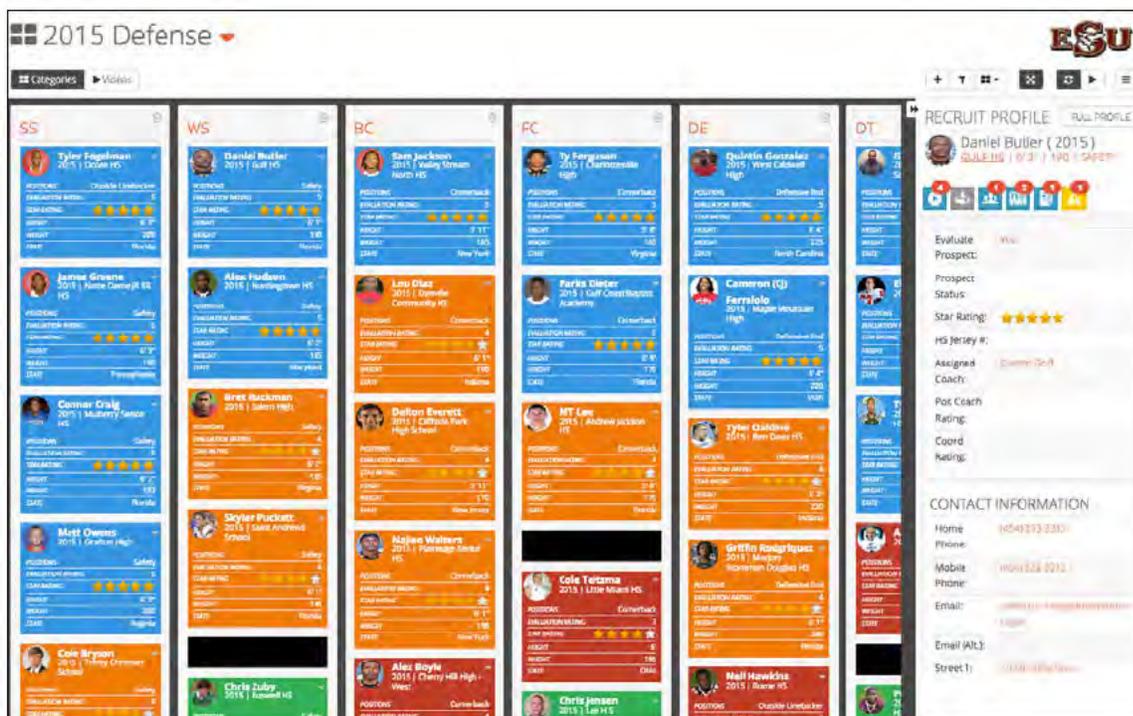
Figure 11.50 – Recruiting Board Looking at Individual Recruit Profile
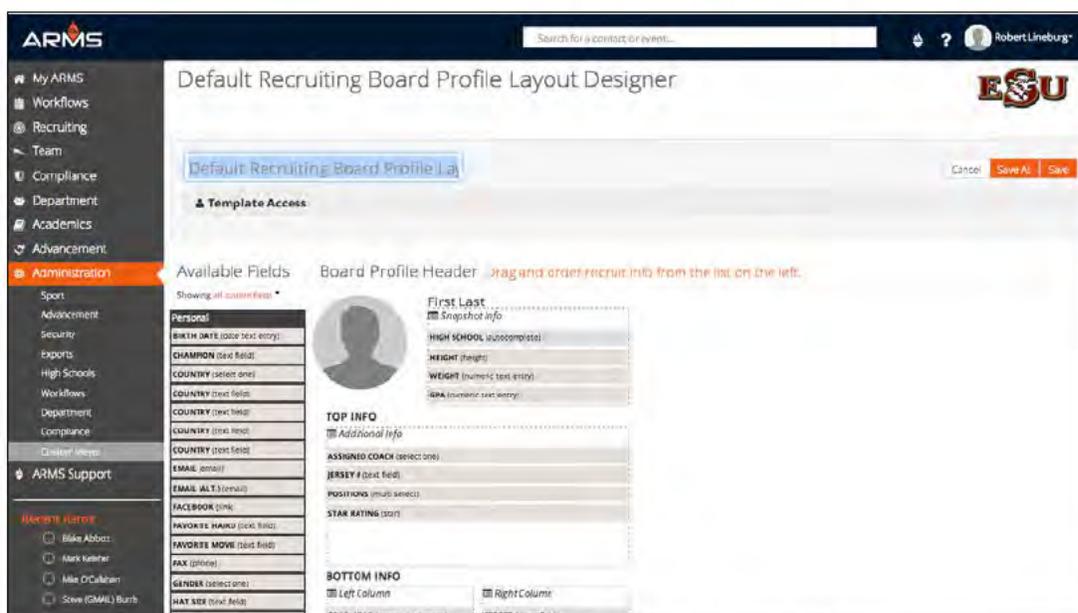
Figure 11.51 – Recruiting Board Customize Screen

Figure 11.52 – Recruiting Board Print Preview Screen

11.3.1.9   Custom Fields

ARMS allows the user to create custom fields to track any information that is not currently available within the ARMS database "out of the box". This is the case for any contacts in the system including Recruits, Constituents (Alumni/Donors), Student Athletes, et al. The user simply creates the field that needs to be tracked within ARMS Administration and the custom field is available for all contacts of that type, e.g. Recruits to store data for that specific contact. Custom fields are an incredibly flexible way to track information that is only practical for a given sport, institution, or simply something that the user would like to have stored as data that he/she has never been able to track in the past.

11.3.1.10   Custom Evaluations

ARMS understands that its role in the landscape of college athletics is not to teach coaches to recruit, but instead to provide the best technology tools available in any industry to make coaches better and more efficient. With this in mind, the ARMS Evaluation Toolset was designed as the most flexible in the industry. Coaches can configure anything concerning player evaluation including positions, measurable, metrics, etc. utilizing each specific coaches own nomenclature and theory of evaluating prospects.

After these are simply configured through ARMS, these positions, metrics, and other areas can be seamlessly utilized across all ARMS platforms including ARMS Web and ARMS Mobile. With the ARMS Evaluation Toolset, coaches can create scorecards by position to sum, average, or create weighted averages of the appropriate metrics and ARMS will compute scores on all prospects utilizing the program's scorecard methodology. With these types of tools, coaches can truly evaluate data to create "big boards" and rankings for players by position, class, etc. This is another example of the Power of ARMS.
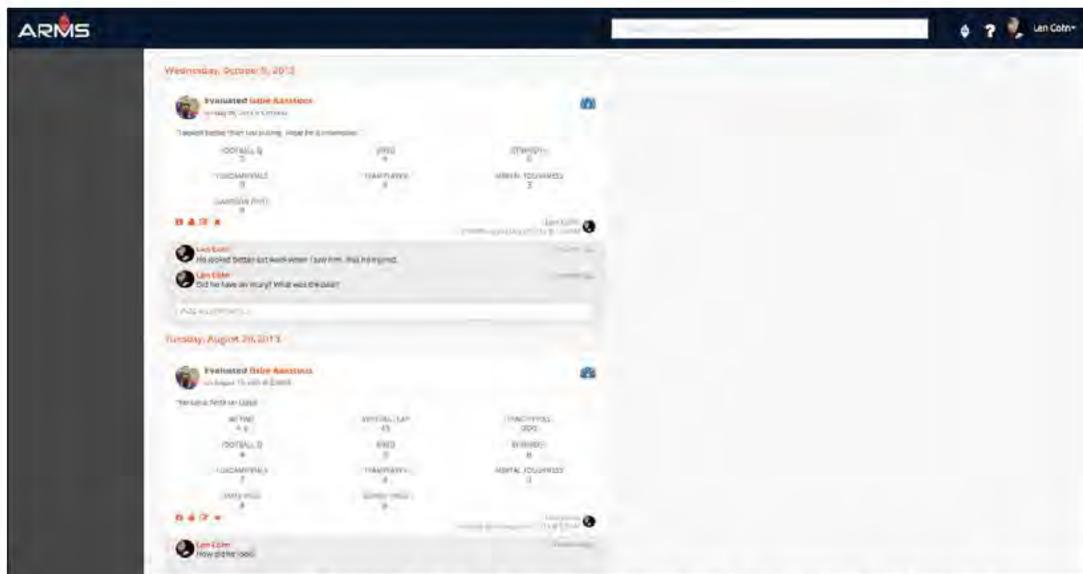
Figure 11.53 – View within Recruit Profile of Completed Evaluations

11.3.1.10.1 Video Evaluations

ARMS utilizes the same custom evaluation concept for allowing "onscreen" video evaluations within the ARMS product, i.e. ARMS launches the video within the product and the evaluation can be done directly within the product and saved real-time for immediate review. Within the same screen, any prior evaluation of the video is viewable and all of the evaluations done on that video are tied directly to that video and the recruit within the profile.

ARMS gives coaches the ability to do the most sophisticated video evaluations possible in the industry today.
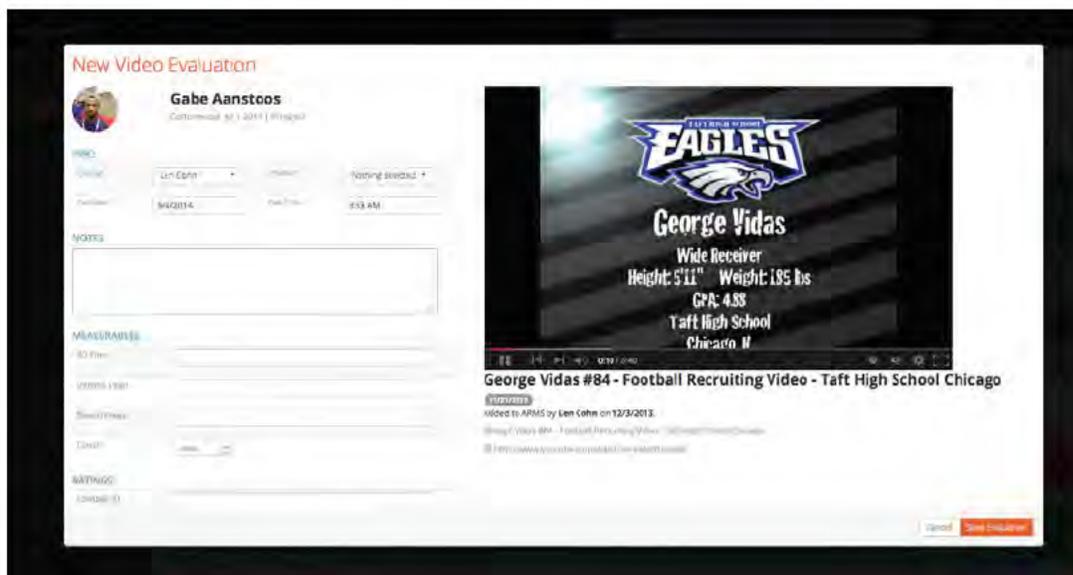
Figure 11.54 – Completion of On-Screen Embedded Video Evaluation
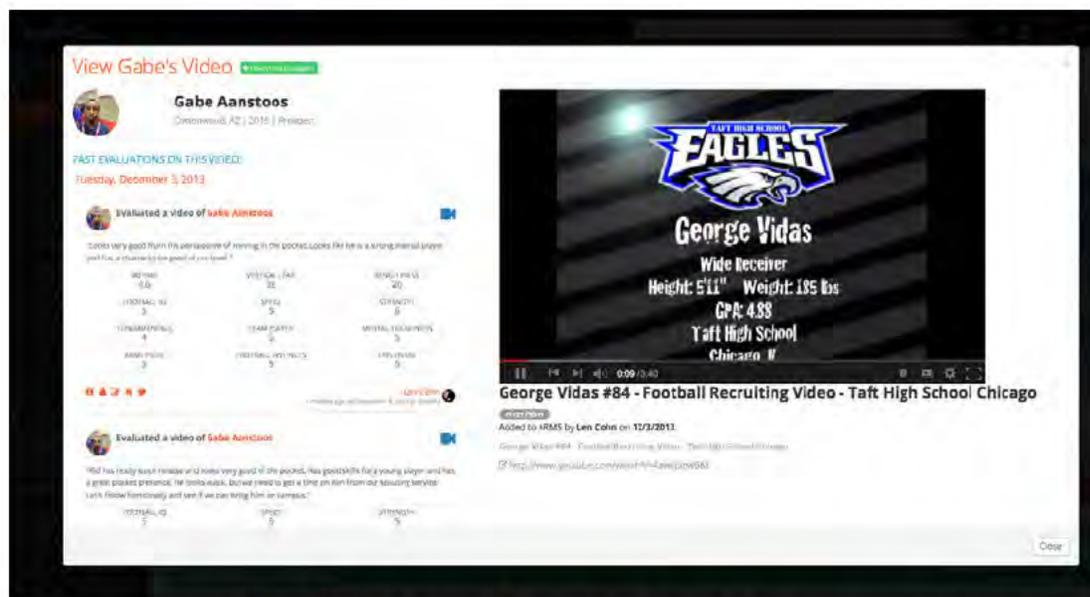
Figure 11.55 – Viewing a Video along with Past Evaluations On-Screen

11.3.1.10.2 ARMS Recruiting Pipeline

ARMS allows coaching staffs and programs to create automated workflow pipelines to give the program the ability to create video workflow processes to automate the recruiting video evaluation process. This process is being utilized at dozens of universities today and within several "big time" football programs across the country. This revolutionary technology solution allows for video evaluation tasks to be completely automated and each step in the process is automatically logged and forwarded to the next appropriate person in the process.

For example, most major football programs in the country evaluate thousands of videos per year with the process starting at the "Area Coach" then it forwards to the "Position Coach" then to the "Coordinator" then to the "Head Coach" and back to the recruiting office. ARMS allows the program to create its own rules around video evaluation and the mechanics to complete the evaluations. There are a couple of screen shots below to give the client the ability to better understand that integrated and revolutionary process automation of video evaluation.

Figure 11.56 – Video Evaluation Pipeline Coach Status Screen

Figure 11.57 – Video Evaluation Pipeline Eval Screen
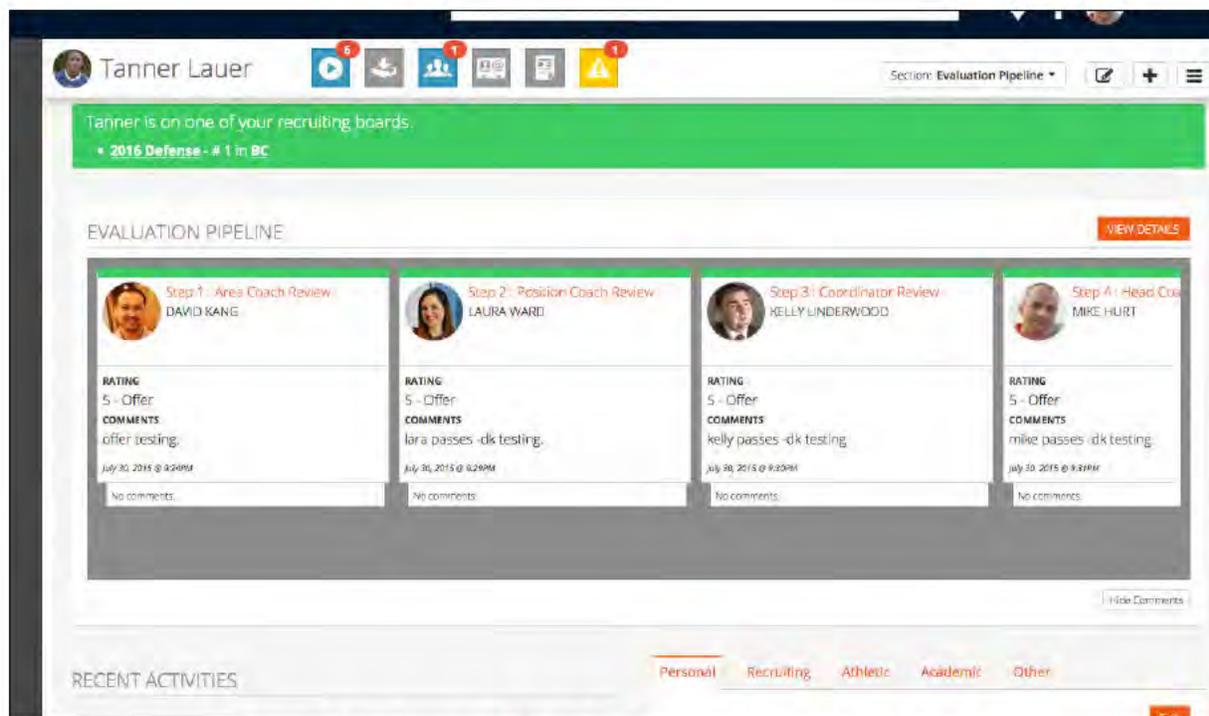
Figure 11.58 – Recruit Profile Video Evaluation Pipeline View of All Evals

11.3.1.11 ARMS Email

ARMS provides the most user friendly interface in the industry for creating and distributing individual or mass emails to any contact in the system including recruits that meets the requirements of NCAA Bylaw 13.4.1.2. ARMS processes millions of emails annually for some of the best college athletic departments in the country. The ARMS email interface works the same across all ARMS Modules including Recruiting, Team Management, Department Management, Advancement, Academics, etc. and the user has the ability to send "Branded Emails" from ARMS Web or ARMs Mobile platforms utilizing mail merge capabilities that makes the receiver of emails feel as if he/she is the only recipient of the email even when it's sent on a mass distribution. Each communication is tracked directly to the contact's profile and available within the Activity and Communications tab of each Recruit, Student Athlete, Constituent, et al. **See more details below.**

11.3.1.11.1 Full color graphics. The user should be able to place photos and web-based articles in the body of an email rather than appended as an attachment.

ARMS allows the user to place photos and web-based articles directly in the body of an email rather than appended as an attachment, but it also allows attachments when they are needed. The ARMS email interface is incredibly simple to utilize and a preview of an image being place directly into an email is shown below within the email preview interface of ARMS.
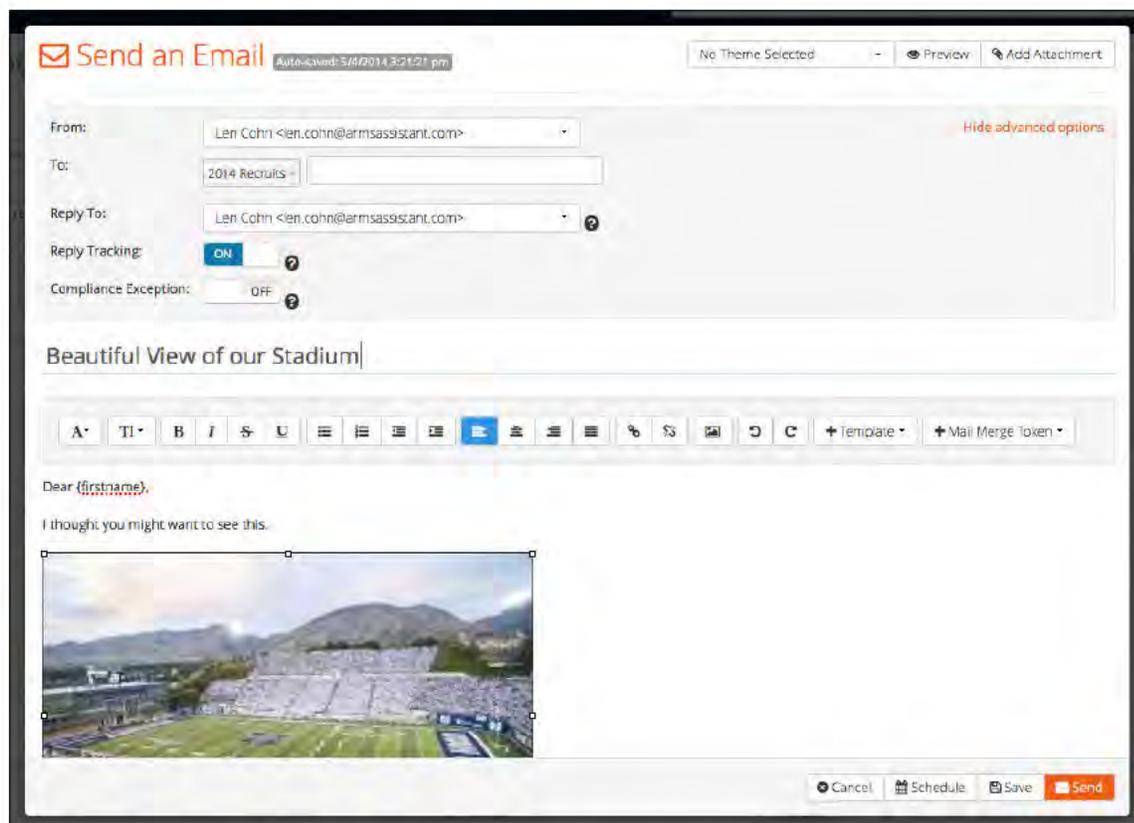
Figure 11.59 – ARMS Web Email Preview -- Image in Body of Email

11.3.1.11.2 Personalized colorful bulk emails that are sent in a text format guaranteeing that the message will delivered in a user friendly format to a large number of recipients.

As shown throughout this section, ARMS provides an incredibly user-friendly interface to send individual or mass emails via both ARMS Web and ARMS Mobile. Further information is included within this section that addresses this and many other areas.

11.3.1.11.3 Ability for staff members to "ghost-write" on behalf of another staff member.

Yes. Please see figure below with a picture of the ARMS interface to ghost write. Not only can a person ghost write for the sender, but the user can also set the "Reply To" address to go to someone other than the Sender through the same interface. This can be done on ARMS Mobile as well.
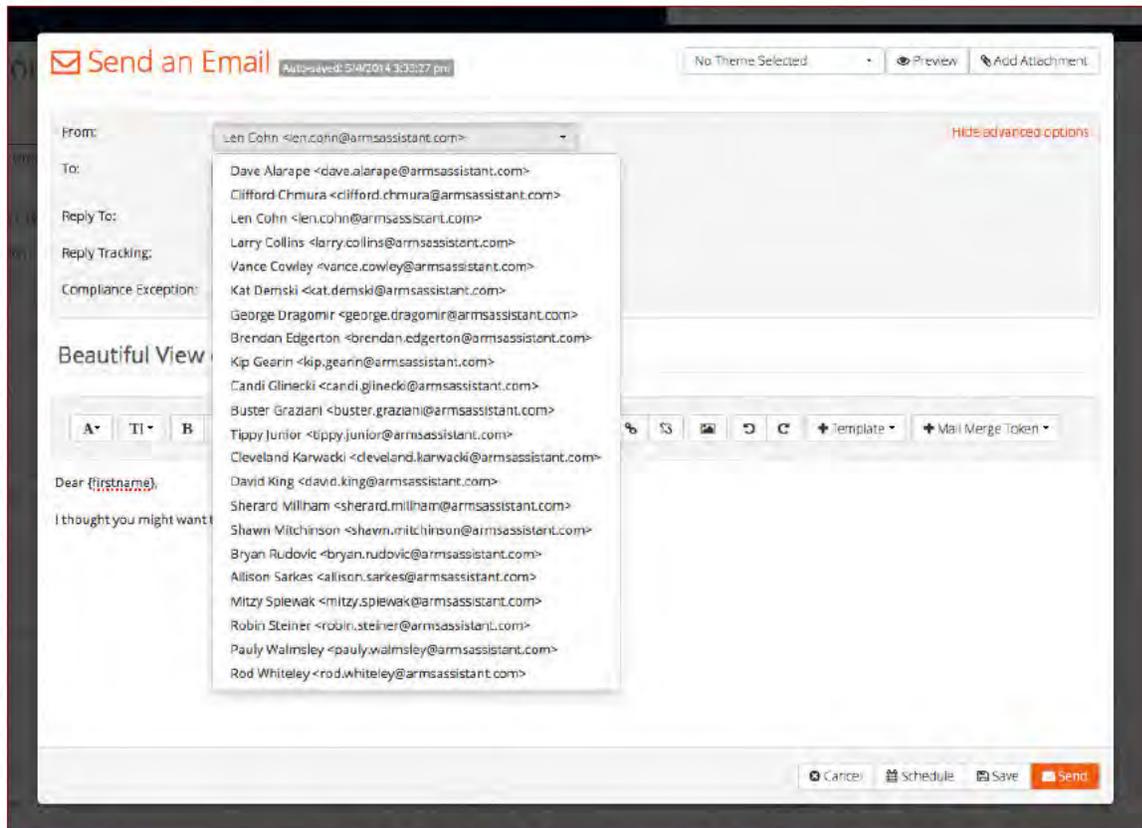
Figure 11.60 – ARMS Web Email Ghost Writing for ESU Football Staff

11.3.1.11.4 High Delivery Rate

ARMS provides its clients with a very high delivery rate of emails when the client utilizes proper email addresses that actually exist. ARMS delivery rate is greater than 95% on a total basis. To achieve these types of results, ARMS utilizes the world's best email delivery provider "under the hood" of the ARMS email system within the product. This provider has the best security, throughput, and reputation amongst mass email providers in the world. ARMS also has a web reputation of 100% as determined through statistical analysis of the leading web email provider's data at the time of this RFP. This means that ARMS is viewed with the highest possible reputation amongst all major email carriers and thus ARMS, and subsequently ARMS clients, will not be on "black lists" for spam as these providers block spam emails coming from different locations. These are some of the reasons that ARMS has such a high web email reputation:

- Low bounce rates
- Very few spam complaints
- The ratio of invalid emails sent out
- Consistent mailing volume

With ARMS, clients can ensure that emails most emails will get into the inbox of the recipient if the email truly exists and is the appropriate email for the recipient. ARMS has already provided screen shots of the ARMS Mobile screens in the Mobile section above. See the ARMS Email Interface for ARMS Web below.
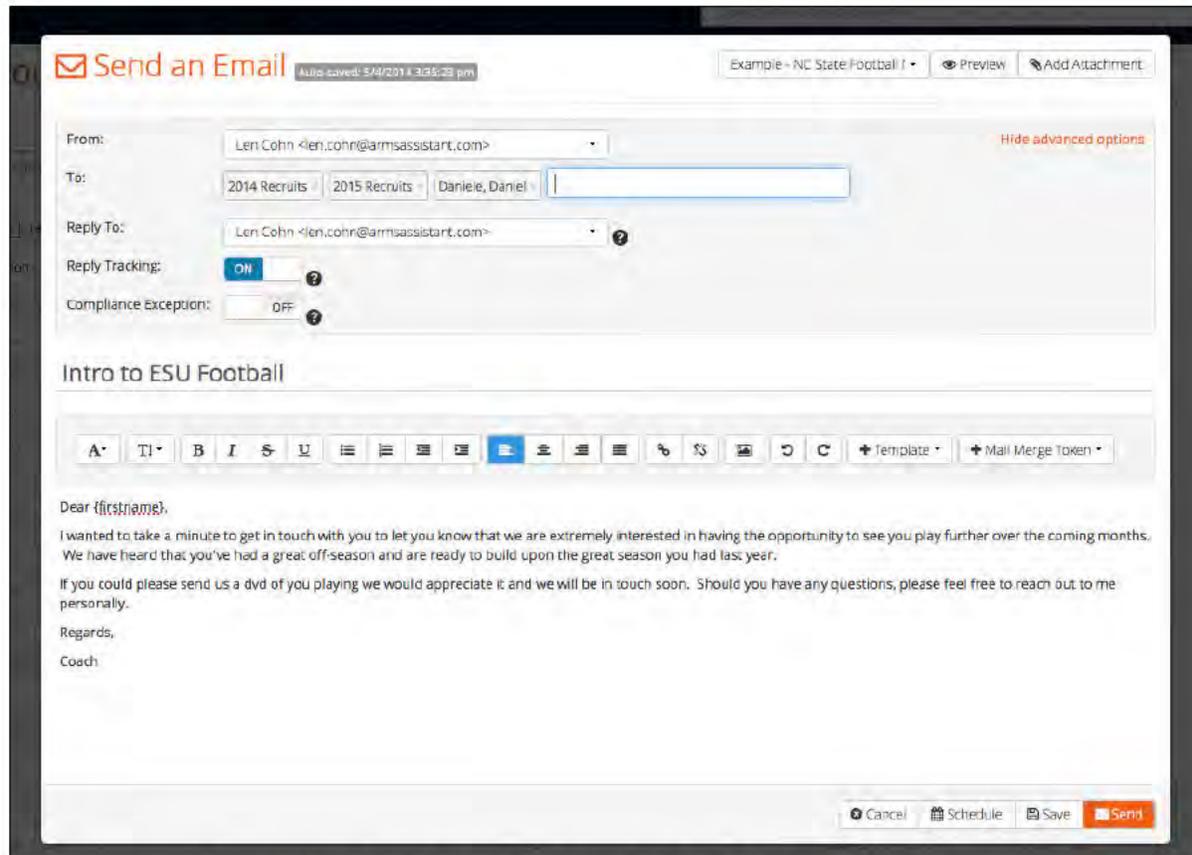
Figure 11.61 – ARMS Web Email Interface for Individual or Mass Emails

11.3.1.11.5 Email Content Templates

ARMS provides users the ability to create "Content Templates" for individual or mass mailing that can be utilized from ARMS Web and ARMS Mobile. This is an incredibly efficient way to simplify mailing that may be sent on an ongoing basis such as camp emails, reminder emails for transcripts, and many other situations. Users are able to create templates that can be shared within each individual sport, department, or sub-department. Therefore content templates can be utilized within Advancement, Student Athlete Management, Compliance, Recruiting, or any other module or area of the product.

Once a template is created, simply choose that template from a pick list within the email interface and the appropriate content will populate the Subject and/or email body. The user can still edit or modify the body of the email and apply appropriate styles to the email or simply send the email as is.

Email content templates can also be utilized to allow coaches and compliance to agree on language to be utilized and get compliance pre-approval in certain situations where it may be necessary. This way the content of any of these emails templates is already pre-approved and thus everyone knows that this content will be appropriate per the professional opinion of everyone involved. See an example of utilizing an email content template in Section 4.6.2 above in the email screen utilizing a Transcript Reminder Template.

11.3.1.12 Alumni/Booster Communications

ARMS stated in the earlier sections of this proposal, ARMS provides a game changing, holistic solution for college athletic departments that does not solely focus on recruiting and compliance like the other solutions in this industry. As can be seen throughout this proposal, ARMS provides the most cutting edge recruiting and compliance solutions in the industry, but also provides cutting edge technology around all other areas of the department including Advancement. ARMS provides coaches and development staff the same ability to track information on alumni and

other program constituents just like within ARMS Recruiting. ARMS gives coaches and administrators a complete profile of all alumni and other constituents, the ability to create groups and smart groups (groups that grow and shrink automatically as information is changed), ability to create completely custom giving level groups that are dynamic as giving levels of a specific donor increase, and many other capabilities with donors and alumni. **ARMS provides one of the most powerful interfaces available across the fundraising industry (athletics or non-athletics) to manage, market, maintain, and drive revenue opportunities with its constituents.**

11.3.1.12.1 Communicate with Alumni and Boosters with Powerful, Branded Emails

ARMS utilizes the same interface as within ARMS Recruiting to market utilizing branded emails and content templates. Each email is tracked for "reads" and "clicks" just like within ARMS Recruiting and associated within the Alumnus/Donors individual Activity and Communications profile to ensure complete tracking of all activities associated with the marketing to each individual. The ARMS creative team will create branded templates for alumni and donor marketing just like within the area of recruiting as part of the subscription and startup costs associated with ARMS.

11.3.1.13 Custom banners created by an art department that highlight the best aspects of each athletic team's program as well as the University.

The ARMS creative team provides unlimited professional marketing templates utilizing the client's images and these can also include personal signatures for each coach on the staff. The ARMS team works directly with the appropriate group within the athletic department of its clients, which may include the SID office, coaches, and other staff to determine the appropriate graphics to utilize for the email templates. The ARMS team then creates the most professional looking graphics in the industry for use directly from ARMS Web and ARMS Mobile by simply selecting the appropriate template from a pick list for the given email that is being sent by the user. ARMS does not charge an extra cost for the client for additional email templates. See a few examples of ARMS email templates below.

Figure 11.62 – A Few Example ARMS Custom Template Designs

11.3.1.14 Custom online business cards and personal signatures from each coach/staff member.

Just as described in the section above, ARMS allows coaches to have personal signature / online business cards as part of their templates utilizing the exact same process as the customized email graphics templates.

11.3.1.15 Ability to organize each prospects information and link them to the appropriate coach(es).

ARMS provides the ability for prospect's information to be tracked directly against the profile of the prospect, the entire coaching staff, or an individual coach. Proof of this profile tracking is shown throughout this entire proposal.

11.3.1.16 Email Tracking Capabilities

ARMS tracks all emails through its communications interface within each given module, e.g. Recruiting, Advancement, Team Management, et al and tracks the details of the emails like status, i.e. was the email sent, is it pending, etc. ARMS also tracks how many times the email was read by the recipient and how many times the recipient clicked on a link within the email so that the user can determine whether the marketing is effective and whether the recipient has interest in the material being sent by the institution. ARMS tracks this on a per email basis as well as on a per recipient basis. See the example below of an email sent from the ARMS system and the tracking that occurs.
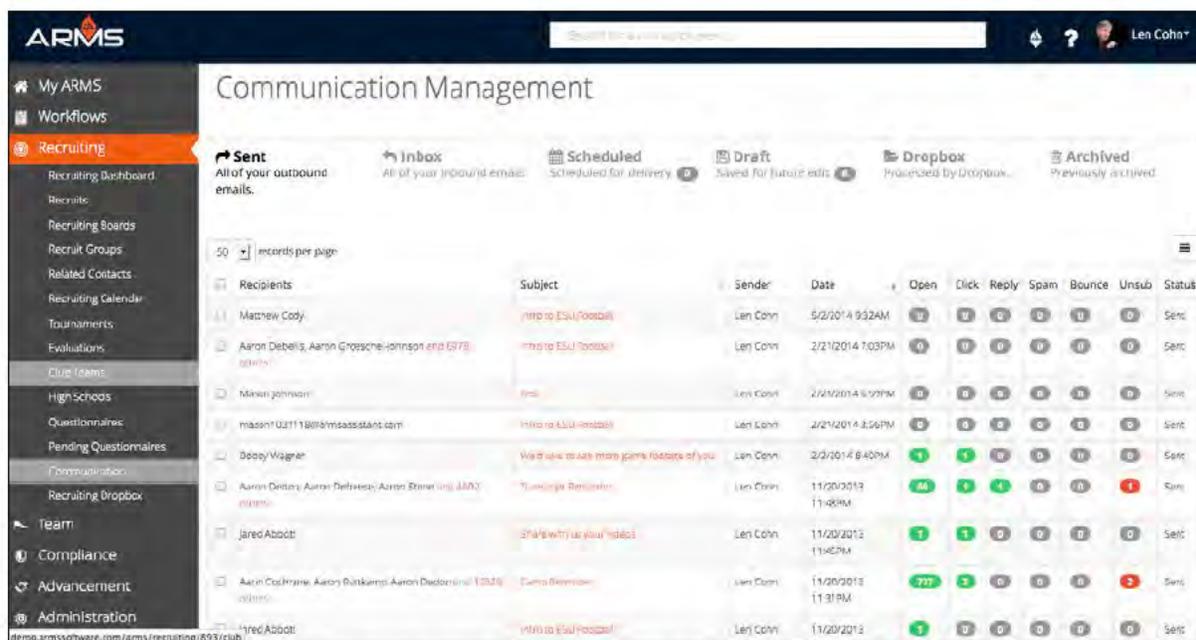
**Figure 11.63 – ARMS Web Email Inbox Management Screen**
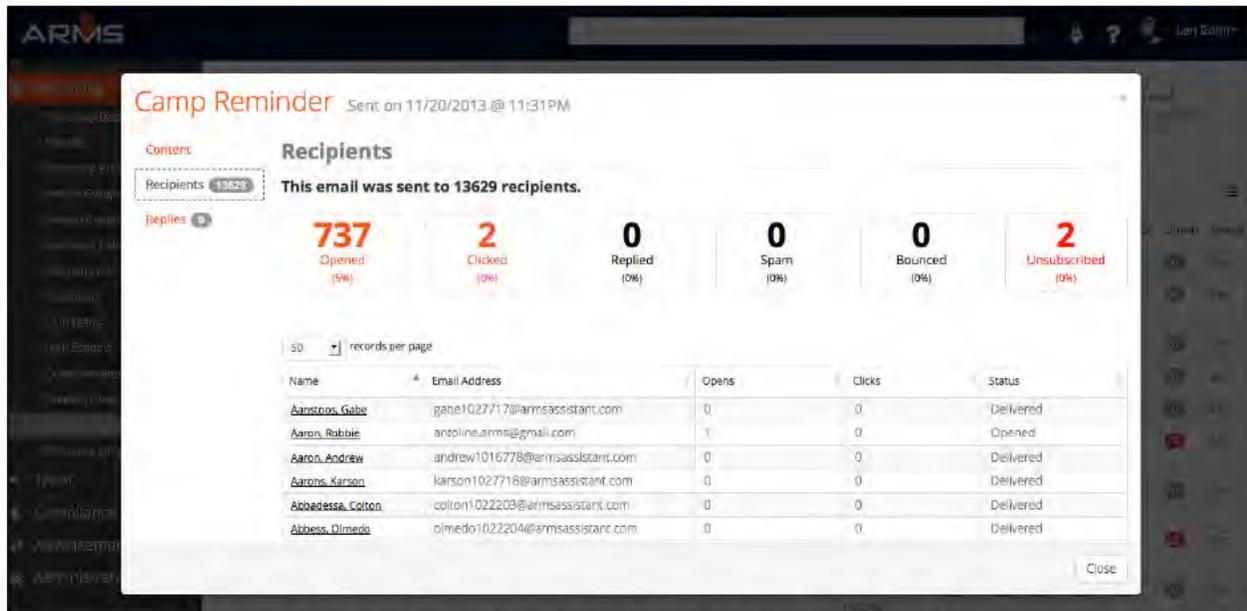
Figure 11.64 – ARMS Web Sent Email Tracking Screen Sample

11.3.1.17 Automatic Tracking of Email Replies

If an email is sent to a recipient from the ARMS (Web or Mobile) and the recipient's email address is attached to a profile within any module of the ARMS product and the recipient replies to the email, ARMS will automatically track the reply and will associate the reply as an incoming email from the contact, e.g. a recruit. Therefore, the user will never have to copy an email into the recruit profile for tracking purposes or wonder if the email went into the contact's profile. The email will show up in both the user's email inbox, but also be in the contact's profile instantaneously.

11.3.1.17.1 Automatic Tracking of Emails Sent or Received from Outside the System – ARMS Dropbox

The ARMS Web and ARMS Mobile email interfaces are by far some of the simplest email interface technologies in any industry to utilize for individual or mass communication, but there are cases when ARMS users need to email contacts from outside of ARMS. For these cases, ARMS has created the ARMS Dropbox. The user simply "BCCs" an email address that ARMS will supply after contract execution anytime he/she wants the email forwarded and directed into the individual profile of the contact. After the email is sent, ARMS will instantaneously track the email and it will become part of the contact's Activity and Communications profile for tracking purposes.

Along the same lines, if the ARMS user receives an email from a contact that is not a reply to an email sent from ARMS, the user simply forward the email to the ARMS Dropbox email address that ARMS will supply after contract execution. As soon as the email is forwarded, it is instantaneously tracked and saved into the Activity and Communications profile of the associated contact.

Any emails that are sent to the ARMS Dropbox that cannot be associated with a given contact will go into an "Unresolved Items" queue that the user can review and act as necessary. The only case that this should happen is when an email is forwarded or sent to a contact that is not in the system or the email address of the given contact is not the same as the one in the contact's profile in ARMS.

11.3.1.18 Questionnaires

ARMS Web has a completely customizable Questionnaires area within the Recruiting Module. Coaches can create unlimited numbers of customized questionnaires for prospective student athletes and publish these by either directly distributing them to existing recruits that are within ARMS or linking them directly from the team's website.

Either way, ARMS provides coaches with an incredibly easy to use interface for publishing questionnaires and retrieving new or existing recruit information.

11.3.1.18.1 Questionnaires -- Notify Coaches and Coach has Option to Load or Deny Data

Within the ARMS Web platform, each sport has its own "Pending Records" queue where pending questionnaires will remain until a coach accepts the information for the pending prospect. Coaches can be notified when pending records are available and need to be reviewed. Once the coach has reviewed all of the pending records, the coach either has the ability to allow or deny the record to be added and it is then removed from the Pending Records queue.

11.3.1.18.2 Questionnaires Sent to Existing Recruits

If the coach selects to send a questionnaire to an existing recruit, these questionnaires can be tracked within the Questionnaires section (inbox) of ARMS Recruiting. Coaches can easily see what recruits have updated information, when it was last updated, and who has not provided any response to the questionnaire. The coach can also send friendly reminders to recruits at the single click of a button to complete the questionnaire. See an example of the Questionnaire inbox below.
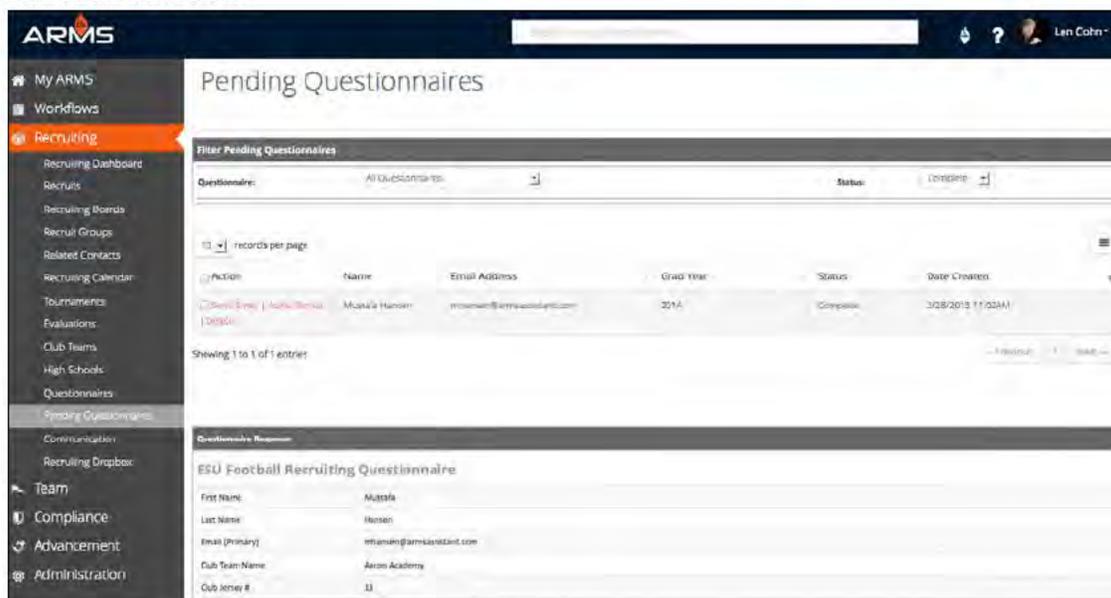
Figure 11.65 – ARMS Web Pending Questionnaire Screen
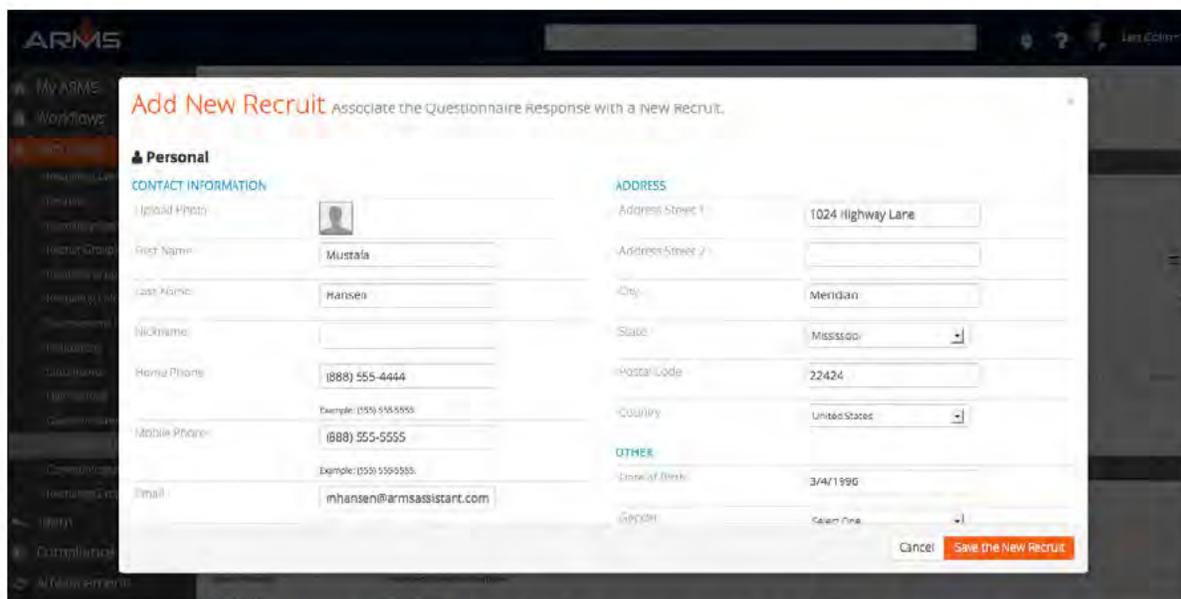
Figure 11.66 – ARMS Web Pending Questionnaire Add Recruit Screen
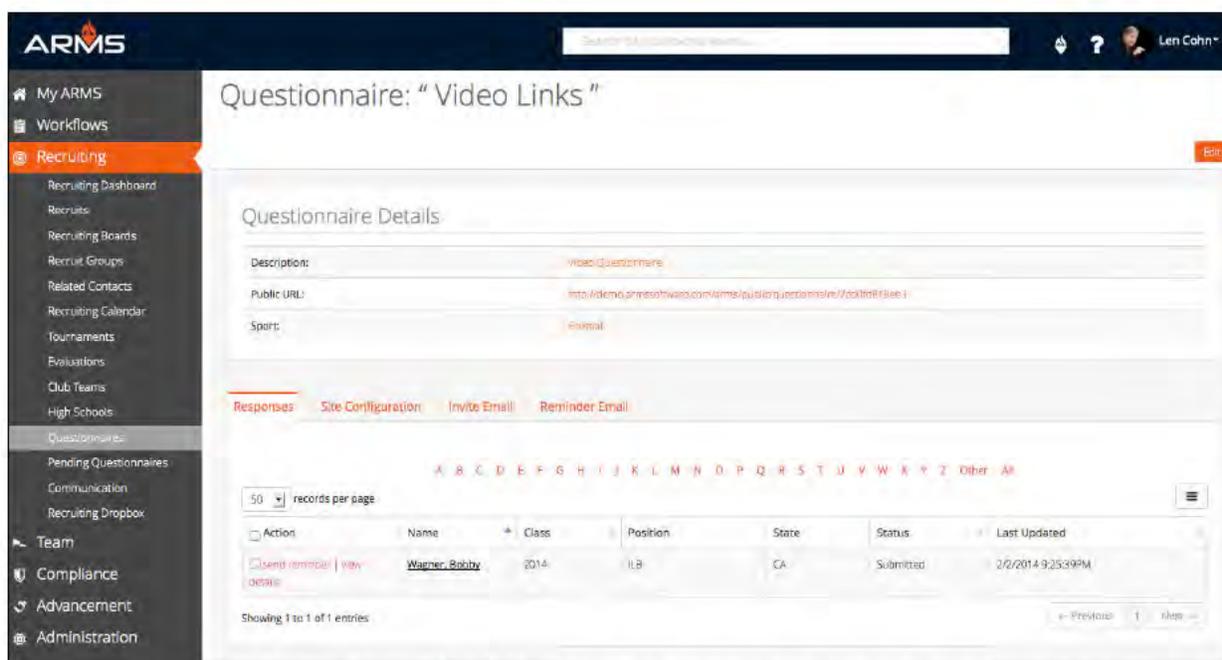
Figure 11.67 – ARMS Web Emailed Questionnaire Status Queue

11.3.1.19 High School Management

ARMS has a complete, centralized list of all High Schools in the United States and Canada within the system. This is a centralized database in order to help coaches manage their data and stop the immense number of duplicates that occur with high schools and make them unmanageable. ARMS does not provide the contacts at each high school though because each institutional client of ARMS has different contacts at each school, but ARMS does allow for bulk loading of high school contact data directly into the system to help manage those relationships and the information associated.

ARMS has the most sophisticated and easy to use high school and recruit management system in the industry to simplify the management of high school contact relationships. Here are the basics of how high school information works. It should be noted that Club Teams work very much the same way:

- ARMS has a consolidated, centralized high school database
- Clients can either add information themselves manually for contacts, etc. or they can be bulk uploaded and associated with the high school via import.
- ARMS manages relationships with recruits from a high school automatically without the user having to intervene, for example if Joe Smith goes to JJ Kelly High School and Jim Palmer is the high school coach at JJ Kelly for that given sport, then Jim Palmer will automatically be related to Joe Smith.
- ARMS allows coaches to assign area coaches to high school by area code, county, zip code, state, etc. or by bulk upload by school.
- Once an area coach is assigned to a high school, the recruit will automatically be given that "Assigned Coach" without the coaches need to intervene.
- All recruits associated with a given high school are automatically available by going into the High School screen, i.e. all recruits associated with a high school within a given program will automatically show up in the view of that high school with ARMS Recruiting and the Recruit Profile can be accessed directly from the High School screens.
- All contacts associated with a given high school will automatically, e.g. Coaches, Guidance Counselors, etc. will automatically show up on the High School screen and within any recruits profile under Related Contacts that is associated with that High School.
- Notes and other information directly associated with a high school can be entered against that high school.
- High school profiles are directly "linkable" from a recruit's profile and vice versa.
- Coaches can filter out to view only the high schools for which they are assigned and/or that have recruits within the specific sport's database in ARMS or they can view all.
- All of this functionality for high schools is also available on ARMS Mobile.
- There are many other pieces of functionality that are associated with high schools as well.

There are several screen shots associated with high schools below.

Figure 11.68 – High School Summary List
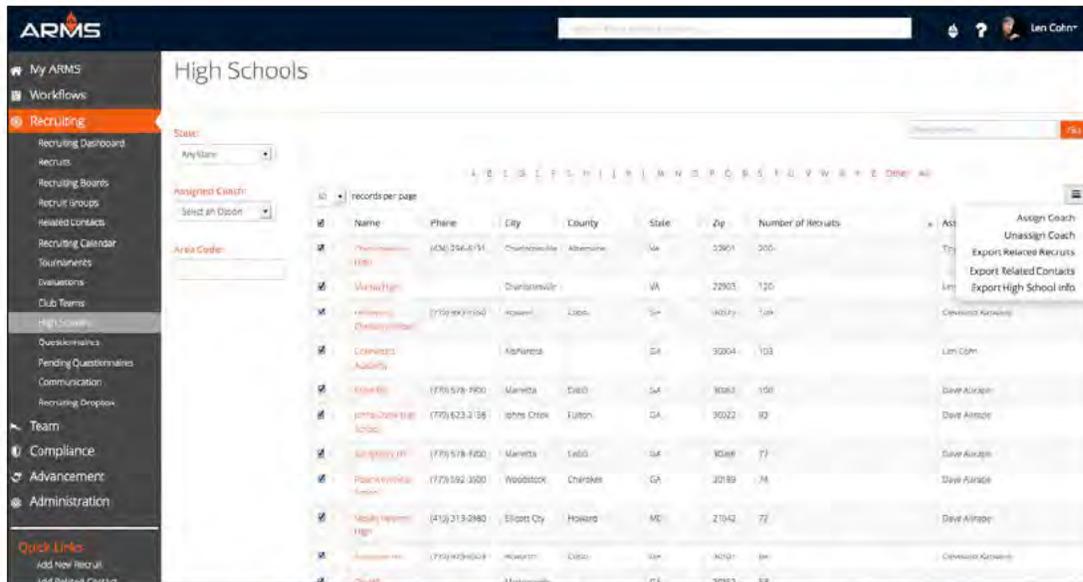
Figure 11.69 – High School Screen – Bulk Update Information
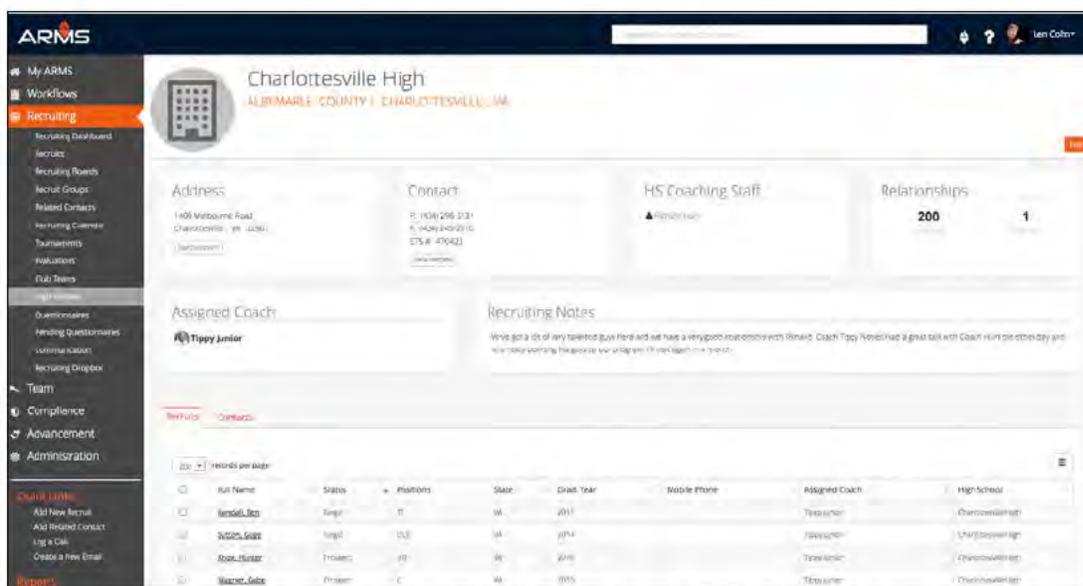
Figure 11.70 – Individual High School Detail Page

11.3.1.20   Club Team Management

ARMS has a complete management toolset for Club Teams that works exactly like the high school information above. Please see High School Management and everything works exactly the same way.

11.3.1.21   Tournament Management

ARMS has a complete Tournament Management toolset. Tournaments can be either manually entered or uploaded via bulk import as well. Recruits can be added to tournaments either by adding teams to tournaments (every person on the team will be listed as part of the tournament) or individually. Evaluations and other items conducted at the tournament can then be tied directly to the tournament and reported upon as happening at the tournament and the evaluation can be viewed by looking at the individual's profile or through the tournament interface.
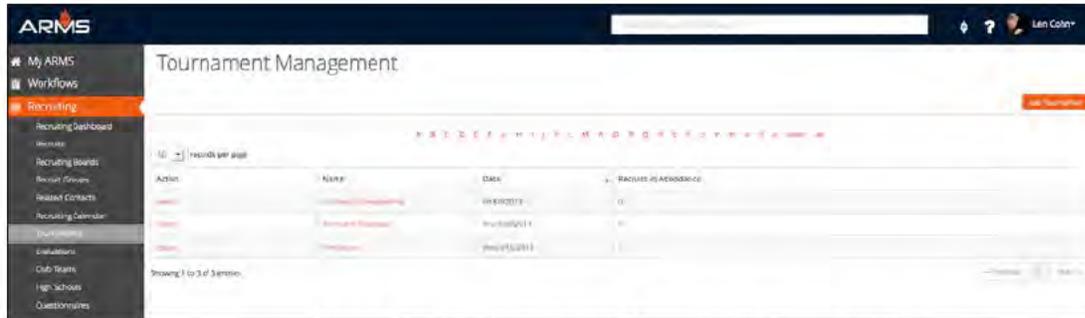
Figure 11.71 – Tournament Management Summary Page
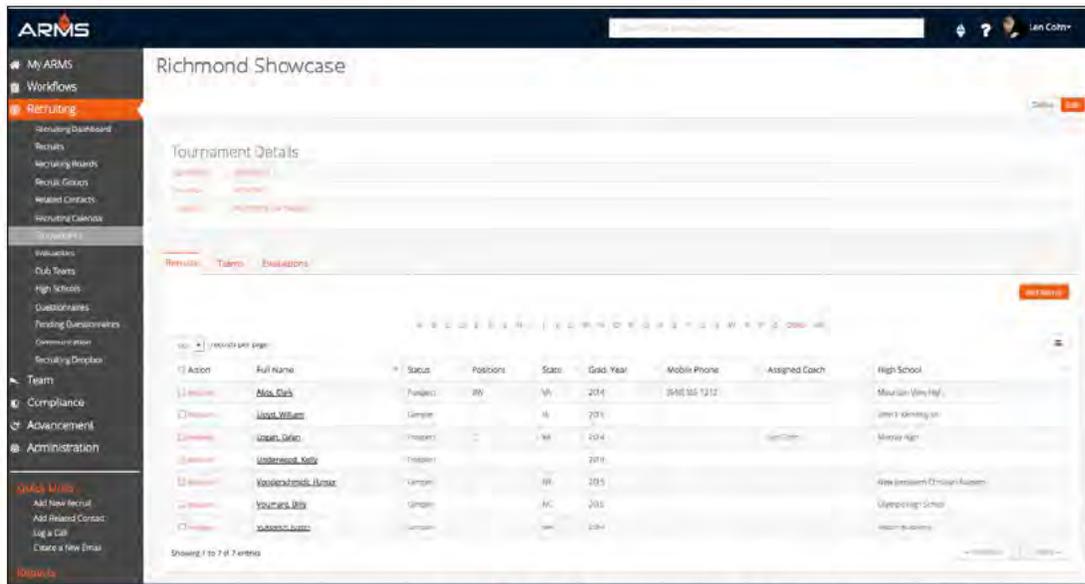
Figure 11.72 – Tournament Detail Page

11.3.1.22   Custom Exporting of Data and Mailing Labels, etc.

ARMS allows for completely unlimited custom exporting directly from ARMS of any data associated with recruits. These exports can be customized exactly like the customization shown within the Recruiting List, Recruit Profile, and Recruiting Boards. Users can select the groups to export either by utilizing faceted search or groups (either manual or smart groups). This data can be utilized for mailing labels, outside marketing vendors, etc. to prepare the lists for hard copy marketing.

11.3.1.23 ARMS Duplicate Data Management

One of the many data management features in ARMS is its ability to identify potential matches of new data to existing data. This document provides an overview of the many ways in which ARMS helps prevent duplicated data.

11.3.1.23.1 Importing Data

A majority of data comes into ARMS via imports, either from initial implementation or ongoing acquisition of data from service bureaus, tournaments, or other data providers. All ARMS import tools leverage a common set of proprietary matching algorithms to help ensure data coming into the system is properly matched with existing data.

The effectiveness of the ARMS Import tools is based on the flexibility and intelligence of the matching algorithms. Some highlights include:

- **Partial Name Matching** – Where possible, partial name matching (i.e.: Matt = Matthew) is employed.

- **Contact Information Matching** – ARMS leverages a broad range of attributes in its matching logic, including phone numbers, email addresses, and mailing addresses.
- **Composite Matching** – Matching algorithms cannot simply operate based on name alone, and certain pieces of contact information such as home phone and email could be used across multiple recruits in the same household. ARMS employs a combination of matching characteristics in order to most accurately identify potential matches.
- **Variety of Duplicate Checks** – ARMS does more than simply match existing recruits. The full suite of duplicate checks includes high school matching, former recruit/current student-athlete matching, and related contacts (i.e.: mom, dad, coach) matching.

11.3.1.23.2 Other Inbound Data

In addition to data imports processed by the ARMS team, contact and related information can enter the system other outside sources. Specifically, recruit and alumni questionnaires and external emails (processed via the ARMS Dropbox) have the potential to add or update information within the system.

- **Private (Direct) Questionnaires** – ARMS provides coaches with the ability to send private questionnaire links to email recipients, even in the context of a bulk email. Each recipient receives a unique link that maps directly to his or her profile – in this respect, the questionnaire acts as a profile management tool and requires no additional action by the coach to update the associated profile within the system.
- **Public Questionnaires** – Questionnaires completed by recruits and/or alums using the "public" link include a two-step completion process that first checks for a match in the system. Returning respondents are provided with an email and link to their previous response – this prevents a contact from creating multiple entries.
- **The Pending Questionnaires Queue** – Responses that do not match an existing recruit or alum are available for review by a coach before those contacts become an official part of the system.

11.3.1.23.3 Keeping Data Clean in ARMS

Because ARMS views all data as unique, the process of adding contacts, teams, etc. in the system is always coupled with a check for duplicate info. In short, ARMS will warn coaches if their intended action will result in duplicate data within the system.

- **Contacts** – On any screen in the system allowing the creation of recruits, student-athletes, administrators, etc., ARMS will display a warning if the contact already exists.
- **Other Data** – Club Teams, Tournaments, etc. follow the same pattern of checks and warnings. The objective is to keep our programs' data clean.
- **What happens if duplicate data is found?** In the unlikely event that duplicate data has found its way into the system, ARMS gives coaches the ability to merge contacts, teams…even positions. The ARMS Support Team is also available to review a program's data, and make adjustments where necessary.

11.3.1.23.4 Transferring Data

The user has the ability to transfer data to and from other systems through the ARMS Import tools built in to each module of ARMS Web where data can be integrated with any outside systems including systems like CAi or other outside systems. Simply click the appropriate import button, choose the file, and map the data directly into the ARMS database instantaneously. For records that are incomplete or that ARMS is unable to determine a match, ARMS has a Pending Records queue that will allow the user to triage the information and determine the appropriate location for the data. This is critically important, as many software products allow BAD DATA to be imported into the system without appropriate checks and the system becomes so polluted with bad data that it becomes almost unusable. The ARMS team has built some of the largest software systems in the world over past 20 years and understands how to keep inappropriate data out of the system in order to enhance the user experience and ability for rhe user to fully utilize the powerful capabilities of the ARMS product.

In cases where the coach or other user wishes to have the ARMS team help with the import, simply call or email the ARMS support team and the team will help get the data imported as well as further train the user on the correct techniques to utilize the simple to use ARMS import toolset.

The ability to export is simply completed by clicking on the appropriate export within the module of ARMS where the user is working and choosing the appropriate filters and exporting into the appropriate format. Further information on exporting data is available within the technical sections of this proposal as well.

11.3.1.24 Exchanging Data with Other Systems like University Athlete, CollegeSwimming.com, Recruiting Data Providers, etc.

ARMS has the ability to exchange data with any outside systems through simple interchange of data. ARMS has built a complete import tool for University Athlete (UA) and works with many programs across the country who utilize this software and ARMS not only imports that data from UA, but also has routines written to clean the data issues inherent in UA.

As far as other data providers, ARMS usually works directly with the given program at its clients and determines whether it will receive those data updates directly from the provider of through the client. The choice is totally the client's to determine what is appropriate.

11.3.1.25 ARMS Team Management

ARMS has a complete Team Management suite within the product to manage student-athletes very much the same way that recruits are managed. ARMS is not detailing ARMS Team Management within this proposal in great detail simply to save pages of review within the proposal. The contact management areas of Team Management are exactly like that of recruiting along with CARA Management, etc., but it will not be detailed within this proposal.

11.3.2 ARMS Web Recruiting Conclusion

ARMS provides many other areas of service around recruiting that ARMS Software is not detailing in this proposal simply because so to not overwhelm the number of pages in this proposal any more than it already has been. ARMS has demonstrated within this proposal that it is the most thorough, easy to use recruiting solution in the industry for any sport at any level and the market is proving that on a daily basis.

11.3.3 ARMS Coach Mobile

ARMS Mobile is included with an annual subscription, and provides native mobile applications for any iOS capable devices including the iPhone, iPad, or iPod touch, and Android devices supporting the latest operating systems available for these devices.

It is important to note that ARMS Software implements its mobile applications as "Native" applications. This means that each of the applications is implemented specifically for the specific mobile device's operating system. This allows ARMS to interface with certain operating system level services that makes the application much more powerful to perform specific tasks, e.g. automatic call and text tracking, providing preemptive warnings for mobile phone calls, etc. This approach also allows client personnel to receive instant notifications via mobile phone for activities where the user desires notification. Many/most of the products in the industry implement a web-based mobile phone application that will not allow for these services to be utilized. The ARMS approach is by far the best approach to provide the needed functionality for its clients. It should be noted that the ARMS web-based application can also be accessed via mobile web browser, but the native applications will provide a much richer user experience.

ARMS Platform	Computer with Compatible Browser (PC or Mac)	iOS Compatible Device (iPhone, iPad, iPod Touch)	Android
Web-Based Platform	✓	✓	✓
Native Mobile Platform	N/A	✓	✓

Figure 11.73 – ARMS Technical Platforms Supported

ARMS native mobile phone applications can be found at the locations listed in the table below.

Apple (iPhone and iPad)
http://itunes.apple.com/us/app/arms-mobile/id532211040?ls=1&mt=8

Available on the App Store
(Search for "ARMS Athletics")

Android
https://play.google.com/store/apps/details?id=com.armssoftware.android

GET IT ON Google play
(Search for "ARMS Athletics")

Figure 11.74 – ARMS Mobile Phone Platform Screens

11.3.3.1   Offline Access

ARMS is the only mobile platform in the industry that allows offline access to complete Recruiting, Team Management, Communications, Department Management, etc. without having access to the internet. Whether in an area with no Wi-Fi or mobile internet access, on an airplane, or at a field with no access, users can conduct all business on ARMS Mobile just as if connected. The moment when the device is back into an area with access, the information will automatically sync back to the server and make the information available to everyone utilizing either ARMS Mobile or ARMS Web.

This methodology not only allows the user to access the system and do his or her work without access, but also save significant battery life for the mobile device.

11.3.3.2   Manipulating Recruiting Information Including Contacts/Evaluations, scouting notes, and communicating with prospects.

ARMS native mobile applications, known as ARMS Mobile, allow coaches to seamlessly integrate the power of ARMS into their daily lives and are always a touch away. Coaches and other athletic department personnel alike find the ease of use, power, and seamlessness of user experience to be a remarkable movement forward in recruiting technology. Coaches can not only manage their entire recruiting process through ARMS Mobile, but can also fully understand everything that is happening across their entire coaching staff throughout the recruiting process. Automated call logging, seamless email and text integration, prospect evaluation, integrated compliance monitoring and control, team management, tournament management, and many other areas are completely integrated into the palm of the user's hand with ARMS Mobile.

11.3.3.3   Finding and Adding Prospects and Utilizing Recruiting Groups

ARMS mobile allows coaches the ability to seamlessly add prospects, find existing prospects, and utilize recruiting groups for the most powerful contact management available in any mobile platform. Coaches can easily view all of the information concerning a recruit on the mobile platform including basic contact information like name, address, email, phone, height, weight, grad year, high school, prospect rating, along with many more. Coaches can view past evaluations, all past communications, pertinent relationships for the recruit, a complete mapping of location through the ARMS Mobile integration with Google Maps, compliance status and warnings, and many more. Coaches love the fact that recruit profile pictures can be added directly from the phone through ARMS Mobile direct integration with Google Images or the coach can take a picture and the picture is automatically loaded into the recruit's profile across all ARMS platforms. **Since ARMS is a cloud-based solution, all information saved by any user across any platform, including ARMS Mobile, is instantly available across all other devices instantaneously.** The figures below show several of the views available within the recruit profile.
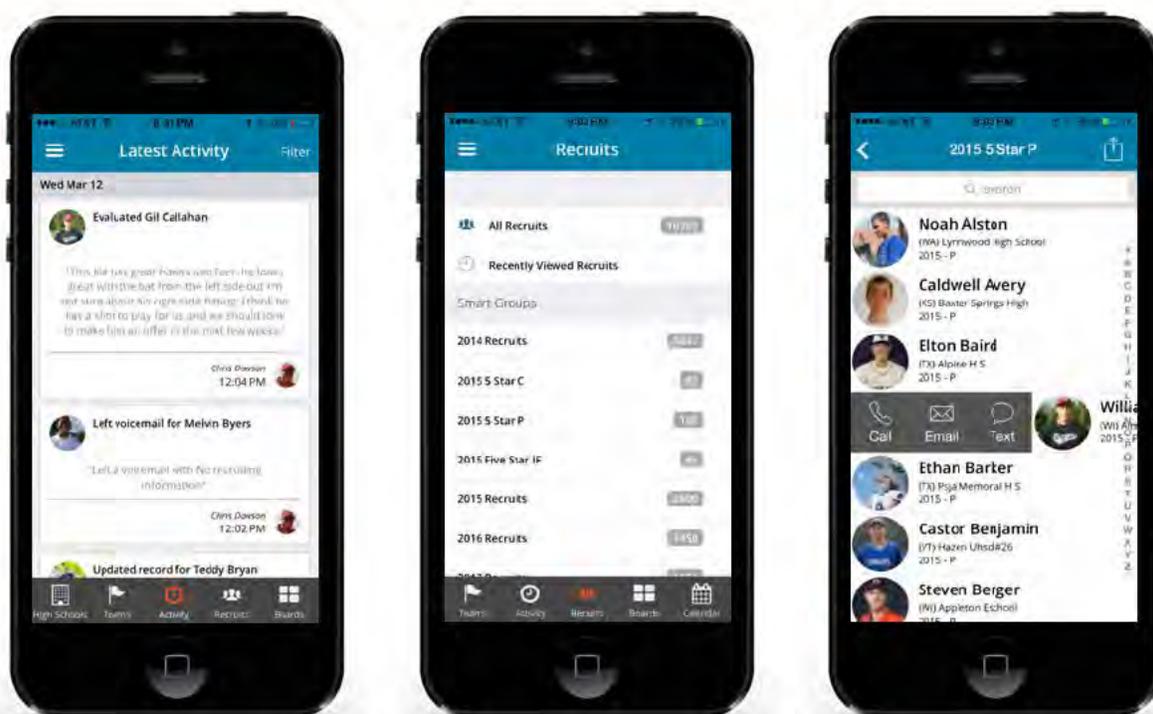
Figure 11.75 – ARMS Mobile Phone Platform Menus for Recruiting
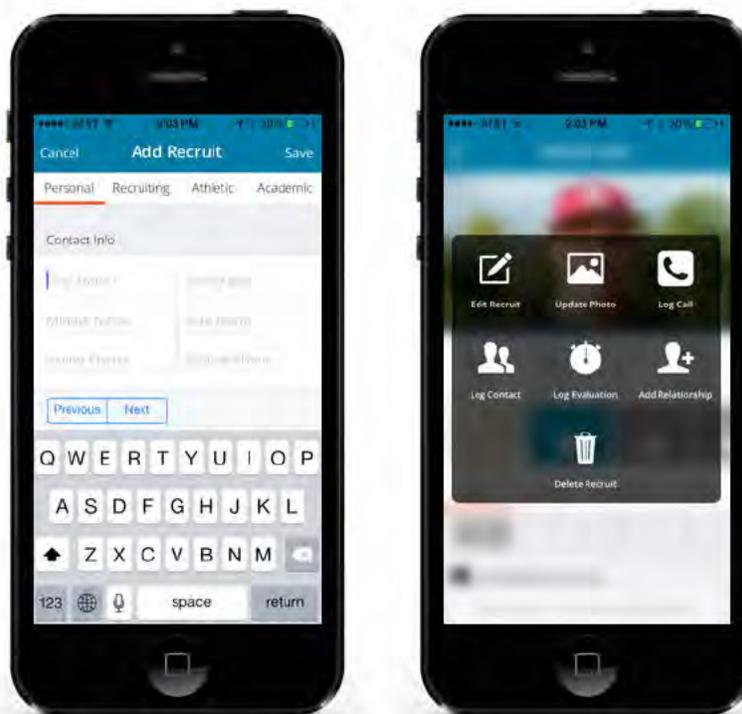
Figure 11.76 – ARMS Mobile Phone Add Recruit and Recruit Action Photos

Figure 11.77 – ARMS Mobile Phone Contact Profile and Relationships Section

11.3.3.4   Contacts and Evaluations on ARMS Mobile

It has been a common occurrence for many years that coaches attend recruits events like camps, tournaments, and high school games with a clipboard or legal pad and pen. ARMS Mobile has changed this concept forever. Coaches now have their evaluation tool in their hands to evaluate prospects and log contacts that integrates into their overall recruiting database instantly. Whether it's recording measurable like running times, throwing speed, etc. or utilizing the ARMS completely customizable evaluation metric toolset, coaches can log all evaluation and contact information directly into the phone utilizing ARMS Mobile along with general comments concerning any recruit in the system. A few contact and evaluation screens from ARMS Mobile are shown below.
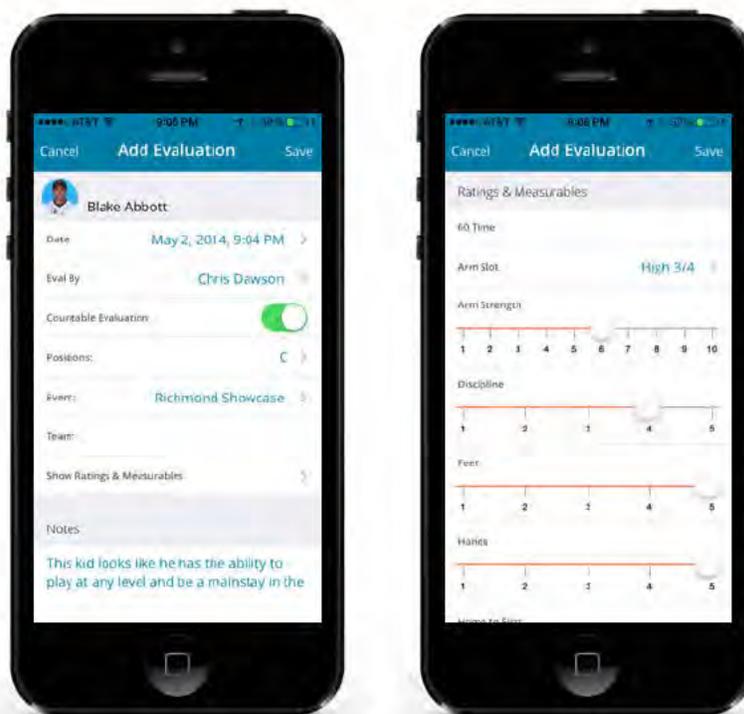
Figure 11.78 – ARMS Mobile Phone Evaluation Basic Info and Simple One-Touch Ratings
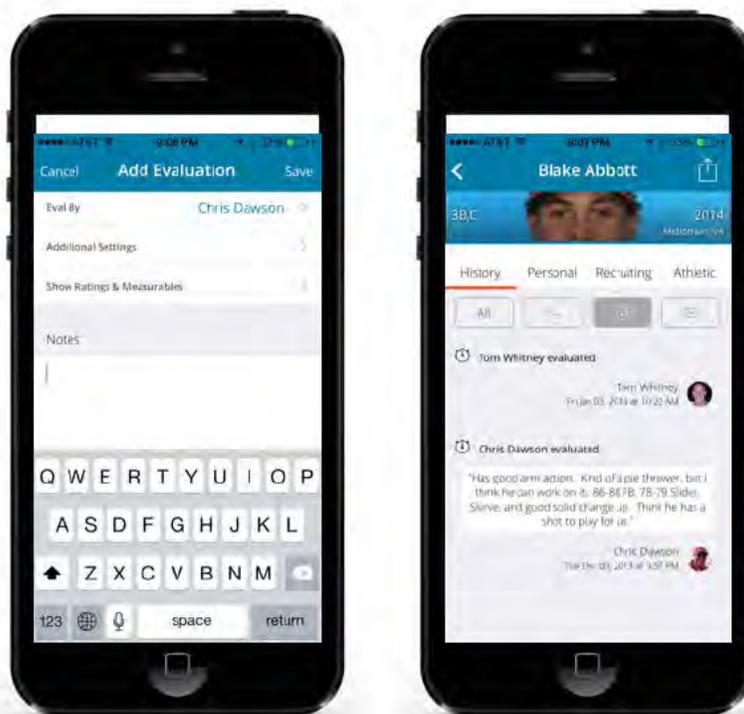

Figure 11.79 – ARMS Mobile Add Evaluation Comments and Recruit Profile Evaluation Section

11.3.3.5 Communicating with Prospects on ARMS Mobile

Coaches can call, email, and text any contact that is available in the ARMS system directly from their profile by simply clicking on their phone number or email. Coaches can also email and text groups of contacts through ARMS Mobile just as in ARMS Web. All communication compliance rules are available on the phone within the contact profile and the phone provides preemptive notifications to stop coaches from making a call by mistake when a violation is possible from the communication. Coaches can also send formatted emails directly from the phone by simply choosing the appropriate visual template from a picklist within the email screen. Calls, emails, and texts are immediately logged as soon as the communication is completed. Example screen shots of recruit communication are shown below.

11.3.3.6 Compliance Information

The ARMS Compliance Rules Engine is always at work behind the scenes of ARMS whether utilizing ARMS Web or ARMS Mobile. Compliance rules and warnings are available from directly within the recruit profile and these warnings also are available in specific areas like phone and email to preemptively stop inappropriate contacts from being made. See examples of compliance information being presented to the user within ARMS below.
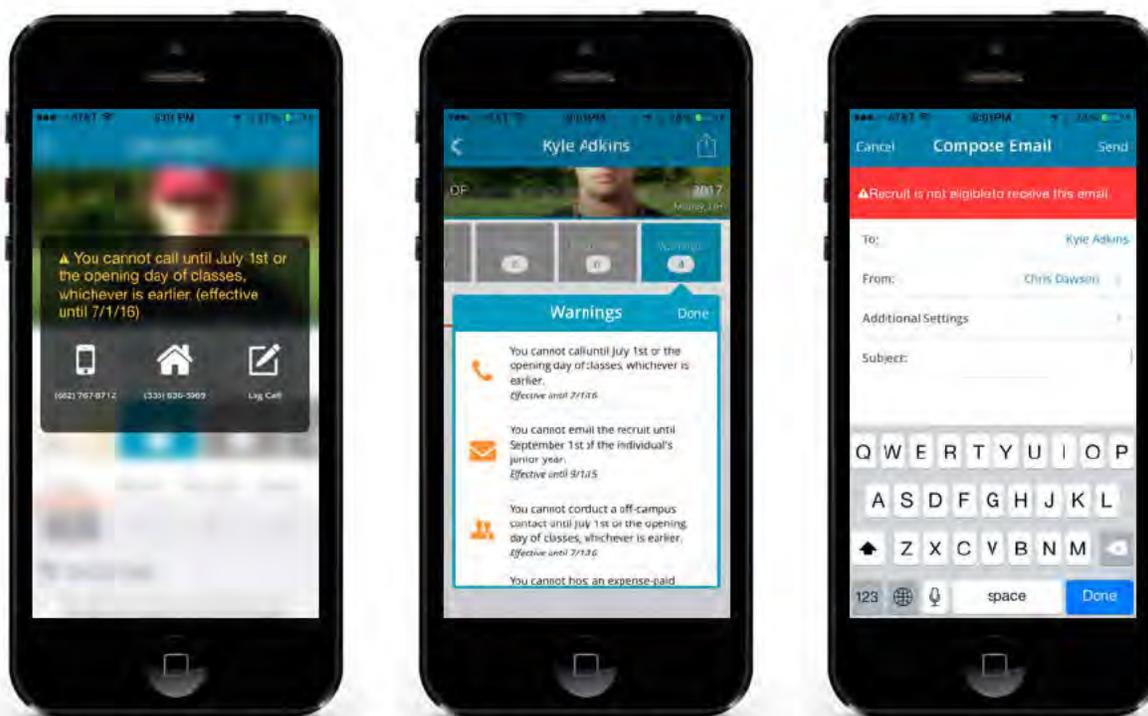

**Figure 11.80 – ARMS Mobile Compliance Warning Summary and Details**
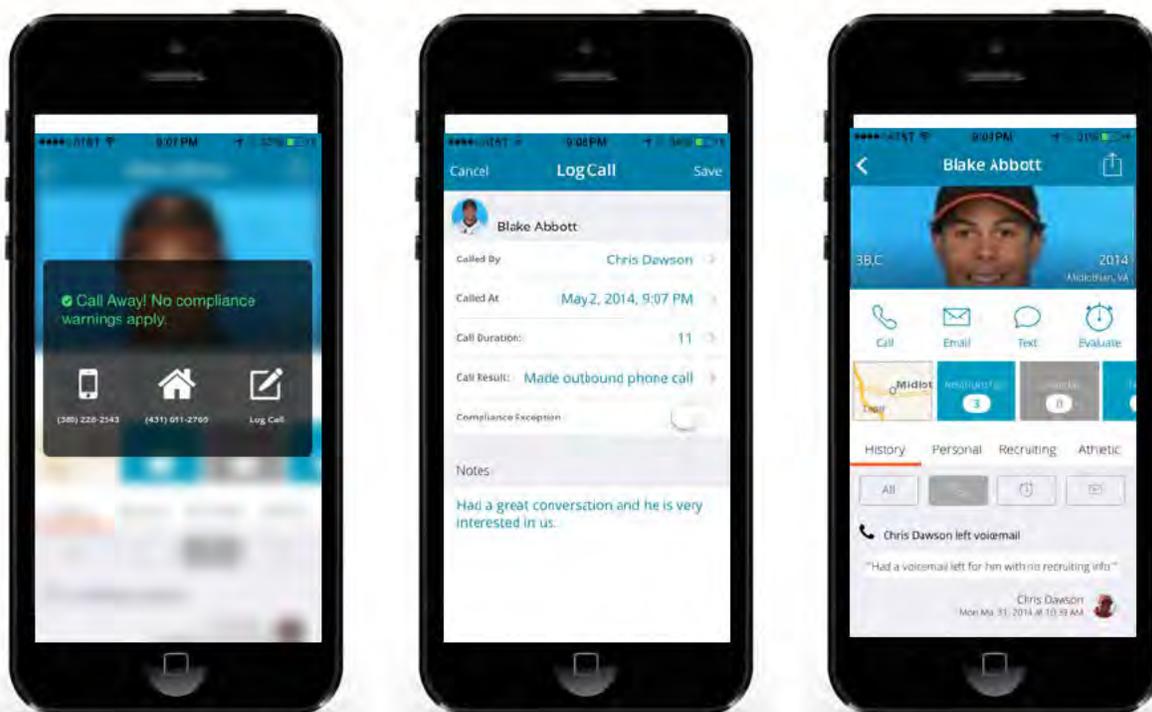
Figure 11.81 – ARMS Mobile Phone Automated Calling, Automated Call Logging, and Recruit Communication Detail
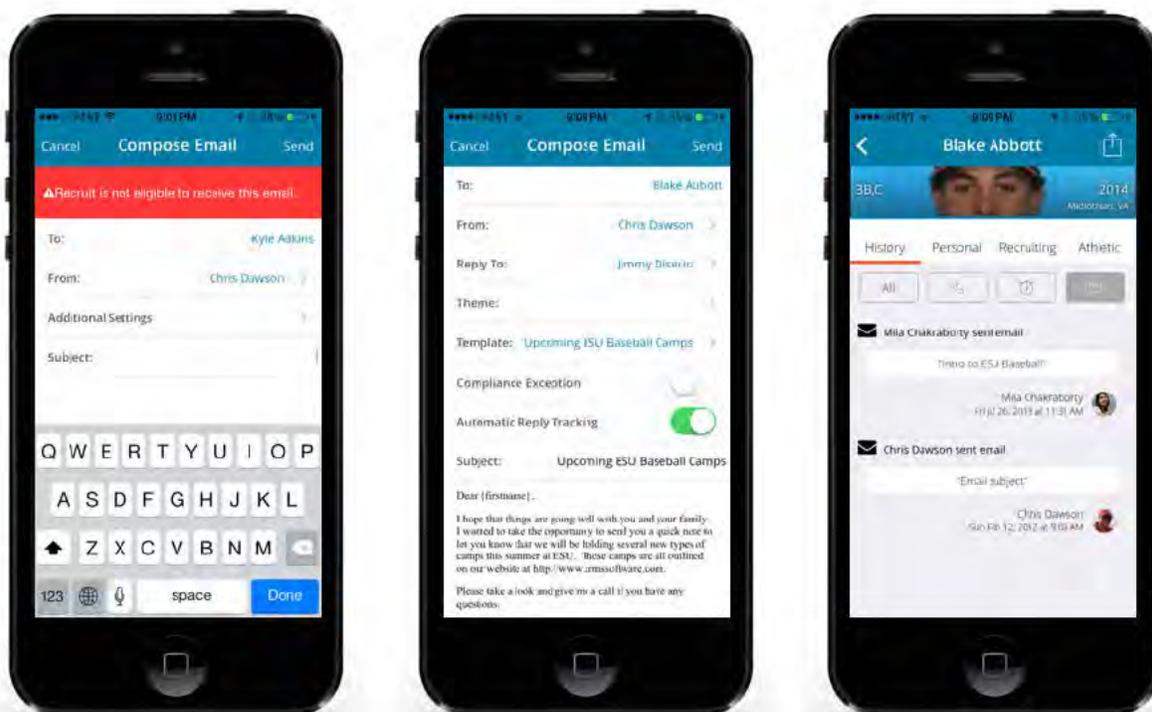

Figure 11.82 – ARMS Mobile Phone Individual Recruit Email and Text Interfaces
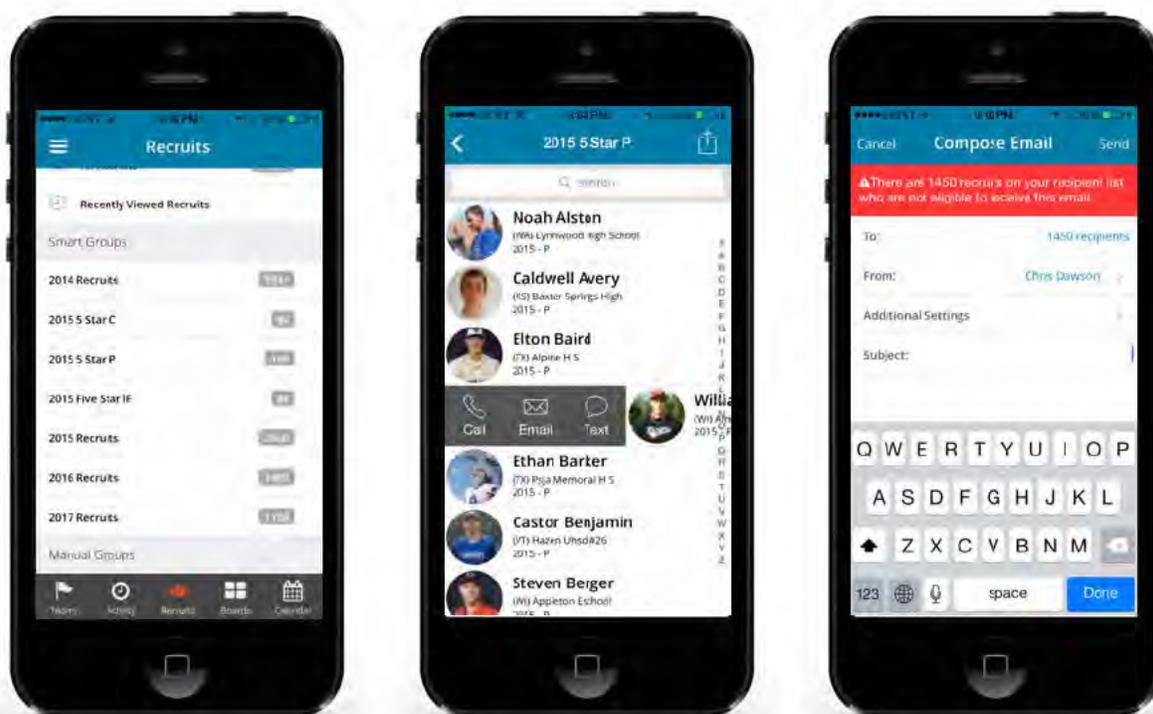
Figure 11.83 – ARMS Mobile Phone Group Selection, Mass Email and Text Interfaces

11.3.3.7   Direct Integration with Google Maps and Google Images and the Device's Camera

ARMS Mobile provides direct integration with Google Maps and Google Images for location services when finding a recruit, high school, game, etc. while users are on the road and trying to find a specific location. The location services are built directly into the profile screen of the recruit and can be zoomed for direct location of any recruit in the system.

ARMS understands the importance of being able to integrate photos and images of recruits directly into their profile. Thus ARMS has built direct integration of Google Images and the device's camera to simply and efficiently upload pictures and images into the recruit profile from the mobile device and make it available across all ARMS platforms instantaneously. Simply tap to edit the recruit, click on the image and select "Take a Picture", "Use an Existing Picture" or "Search Google" and the image will be included within the profile within a matter of seconds. This feature works the same across all ARMS Mobile platforms.

Figure 11.84 – ARMS Mobile Phone Integrated Google Map Integration for Mapping and Directions

11.3.3.8   Mobile Recruiting from the iPad

ARMS has a native application specifically designed for the iPad that can be found on the Apple App Store by searching for "ARMS Athletics". The application can be downloaded for free and accessed with the same username and password that is utilized by users on all platforms, i.e. ARMS Web and ARMS Mobile.
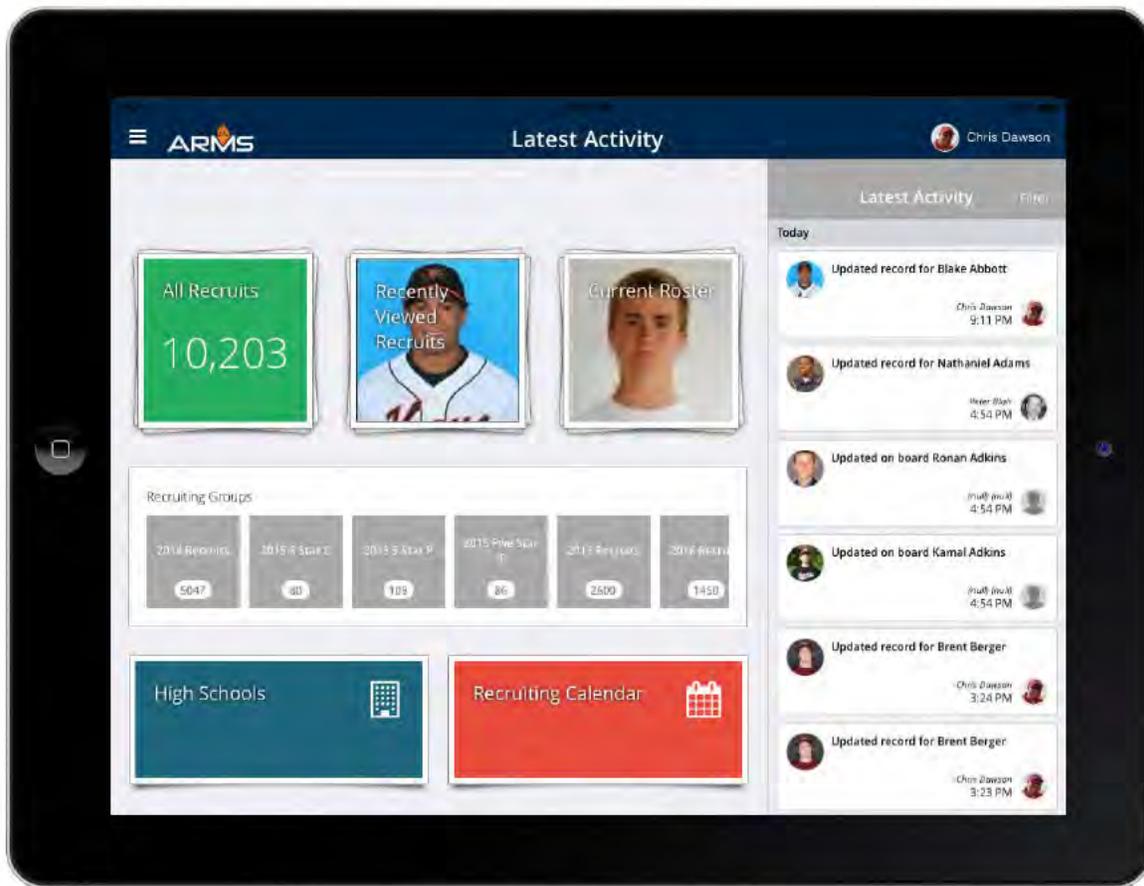
Figure 11.85 – ARMS Mobile iPad Recruiting Menu

11.3.3.9   Native iPad Recruiting

Just like with the other ARMS Mobile platforms for iPhone, Droid, and Blackberry, the ARMS Mobile native platform for iPad allows simple integration of the ARMS into the users hands through use of the iPad. **The user obviously gets an enhanced viewpoint from the iPad native application due to the fact that the screen size and resolution is larger giving an even better view into ARMS Mobile. ARMS Mobile for iPad also gives a few extra pieces of functionality for evaluating multiple prospects at the same time utilizing the larger screen size to the advantage of the user.**

11.3.3.10   Finding and Adding Prospects and Utilizing Recruiting Groups on ARMS Mobile for iPad

ARMS Mobile for the iPad allows coaches the ability to seamlessly add prospects, find existing prospects, and utilize recruiting groups for the most powerful contact management available in any mobile platform. Coaches can easily view all of the information concerning a recruit on the mobile platform including basic contact information like name, address, email, phone, height, weight, grad year, high school, prospect rating, along with many more. Coaches can view past evaluations, all past communications, pertinent relationships for the recruit, a complete mapping of location through the ARMS Mobile integration with Google Maps, compliance status and warnings, and many more. Coaches love the fact that recruit profile pictures can be added directly from the phone through ARMS Mobile direct integration with Google Images or the coach can take a picture and the picture is automatically loaded into the recruit's profile across all ARMS platforms. **Since ARMS is a cloud-based solution, all information saved by any user across any platform, including ARMS Mobile, is instantly available across all other devices instantaneously. Also, since the iPad provides a larger screen and resolution than the phone applications, the view of the profile and all**

existing information is even better and easier to view multiple items on the screen. The figures below show several of the views available within the recruit profile for ARMS Mobile on iPad.
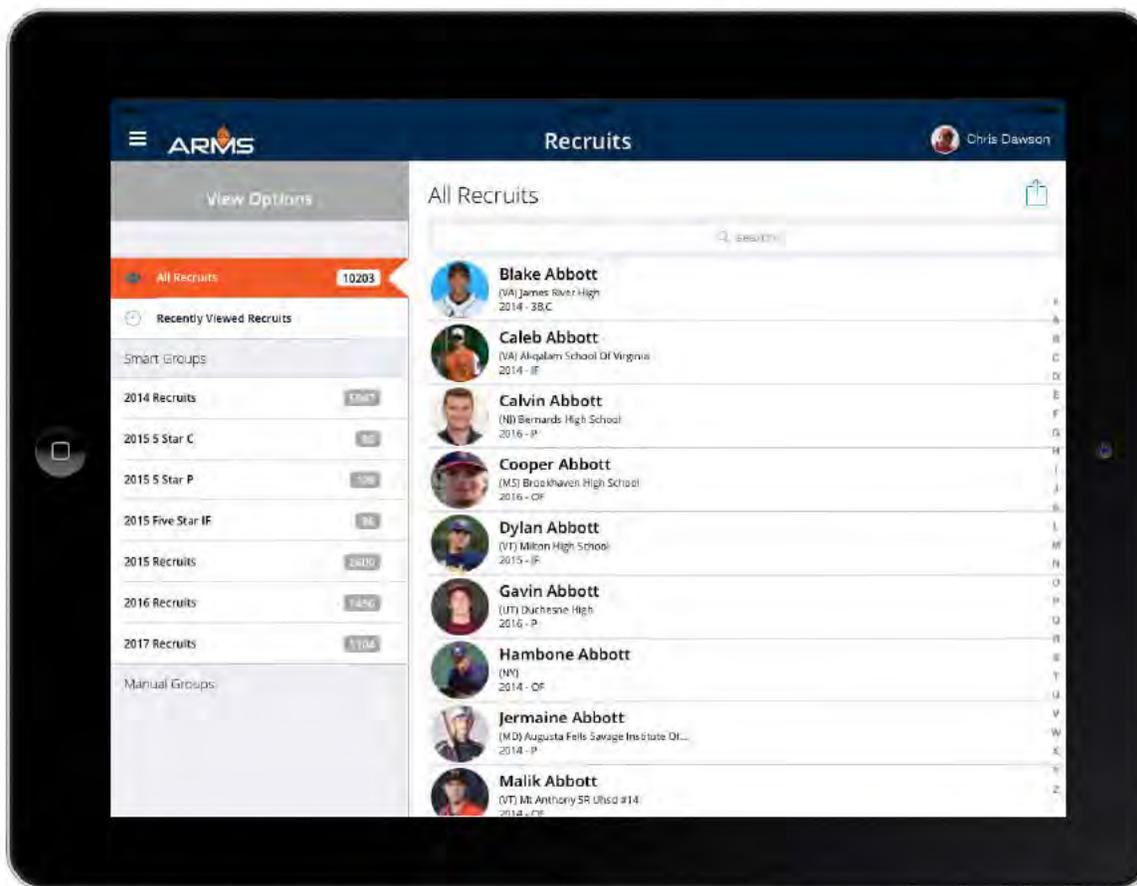
Figure 11.86 – ARMS Mobile iPad Recruit and Group Main Menu
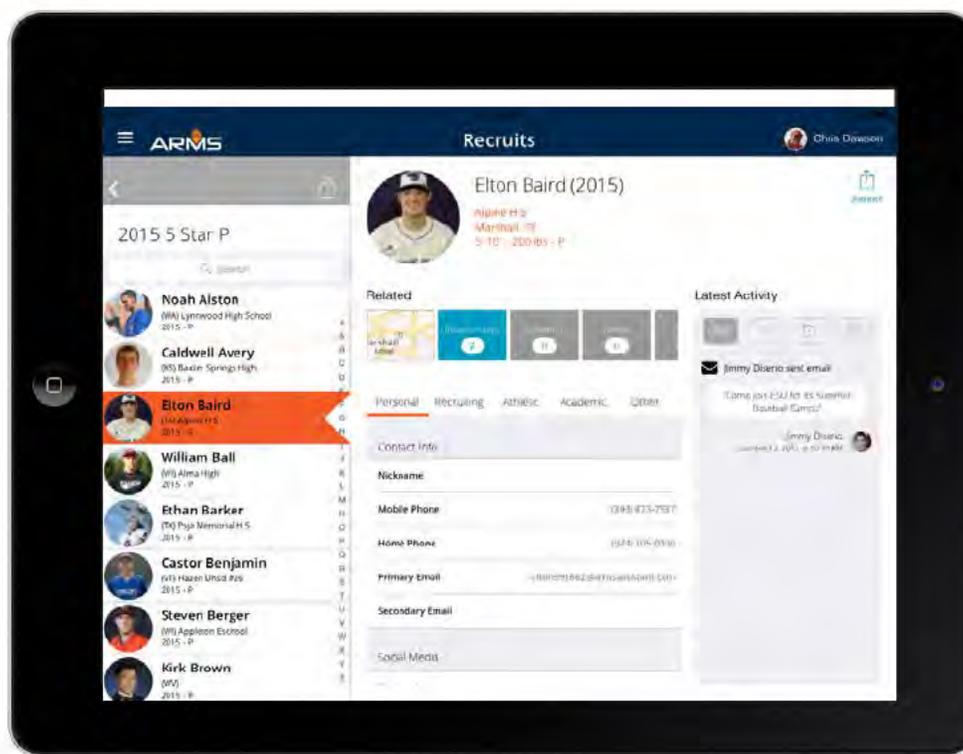
Figure 11.87 – ARMS Mobile iPad Recruit Group Details and Recruit Contact Profile
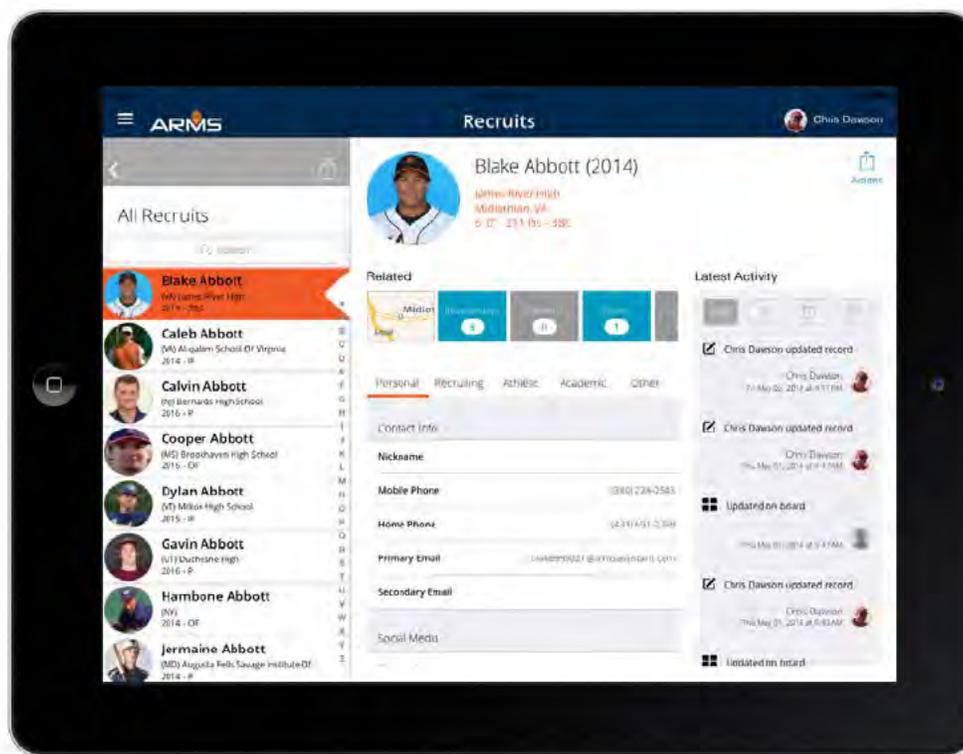
Figure 11.88 – ARMS Mobile iPad All Recruits List and Recruit Contact Profile
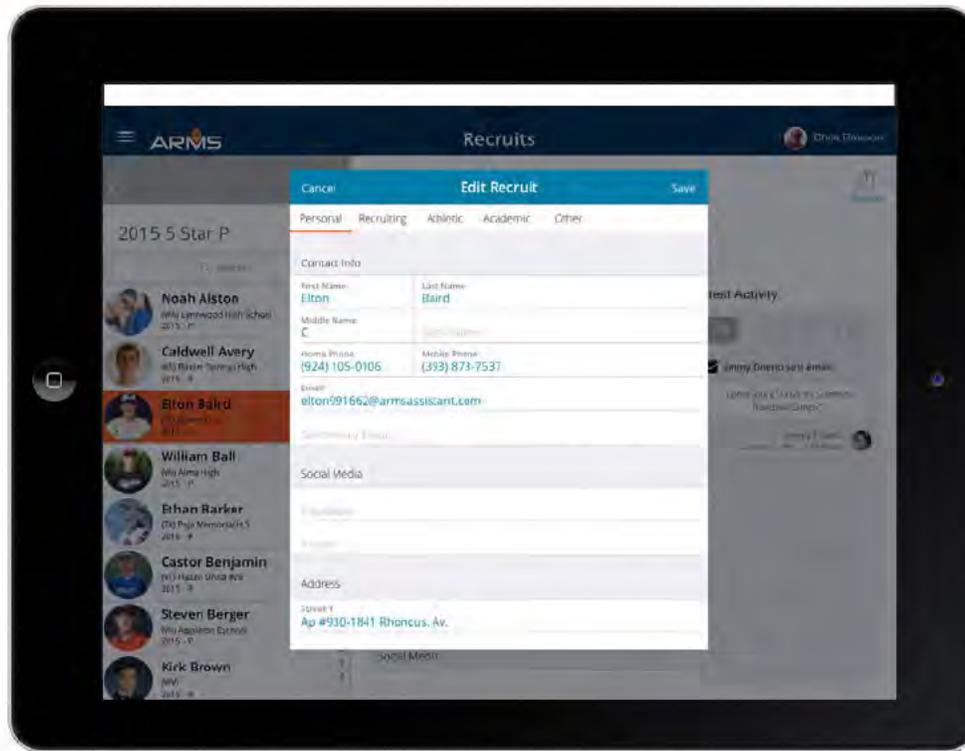
Figure 11.89 – ARMS Mobile iPad Edit/Add Recruit Interface
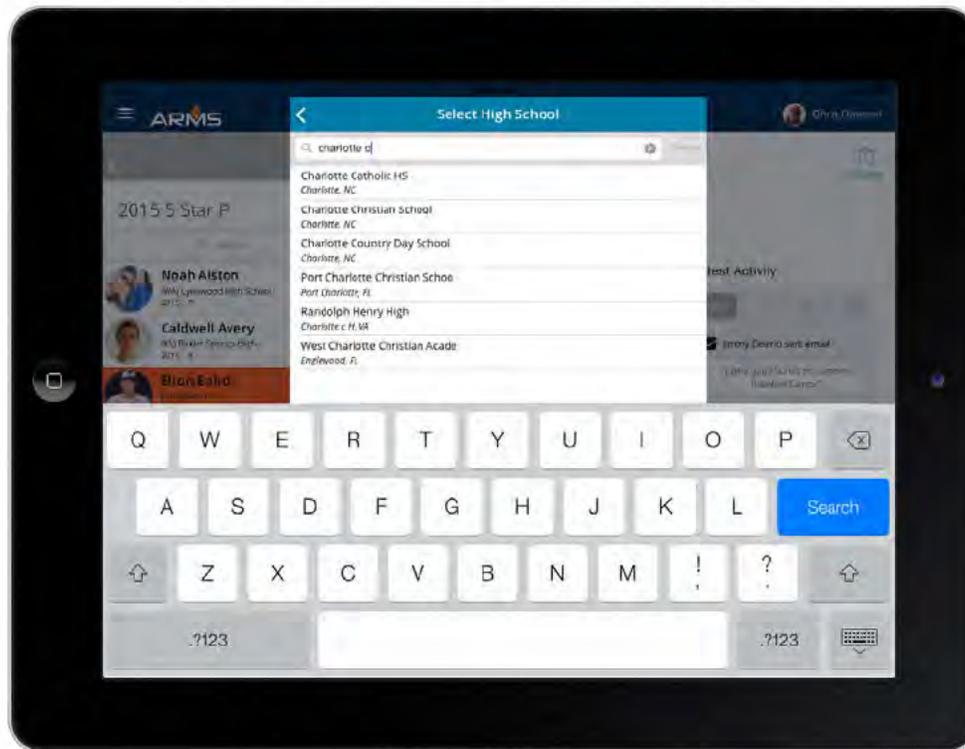
Figure 11.90 – ARMS Mobile iPad Add/Search High School Data While Adding/Editing Recruit

Figure 11.91 – ARMS Mobile iPad Recruit Profile Compliance Issues Status Area
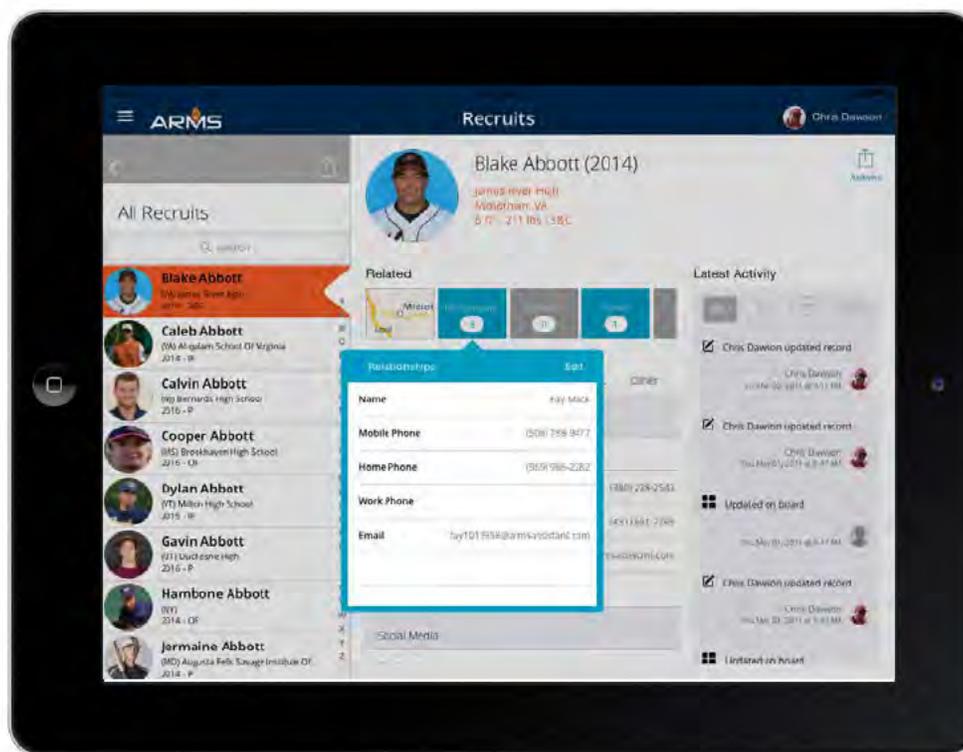
Figure 11.92 – ARMS Mobile iPad Recruit Profile Relationships Area

11.3.3.11 Contacts and Evaluations on ARMS Mobile for iPad

It has been a common occurrence for many years that coaches attend recruits events like camps, tournaments, and high school games with a clipboard or legal pad and pen. ARMS Mobile has changed this concept forever. Coaches now have their evaluation tool in their hands to evaluate prospects and log contacts that integrates into their overall recruiting database instantly. Whether it's recording measurable like running times, throwing speed, etc. or utilizing the ARMS completely customizable evaluation metric toolset, coaches can log all evaluation and contact information directly into the phone utilizing ARMS Mobile along with general comments concerning any recruit in the system. **ARMS Mobile for the iPad platform even gives users a better viewpoint due to the larger screen size and resolution and provides the ability to do multiple evaluations at the same time across multiple recruits playing in the same game, same camp, or at the same tournament.** A few contact and evaluation screens from ARMS Mobile for iPad are shown below.

11.3.3.12 ARMS Custom Evaluation Toolset on ARMS Mobile for iPad

Like with the ARMS Mobile phone applications, the ARMS Mobile for iPad fully integrates the ARMS Custom Evaluation Toolset. Across all platforms, ARMS Mobile and ARMS Web, the Custom Evaluation Toolset is available for all coaches as part of the base annual subscription to ARMS.
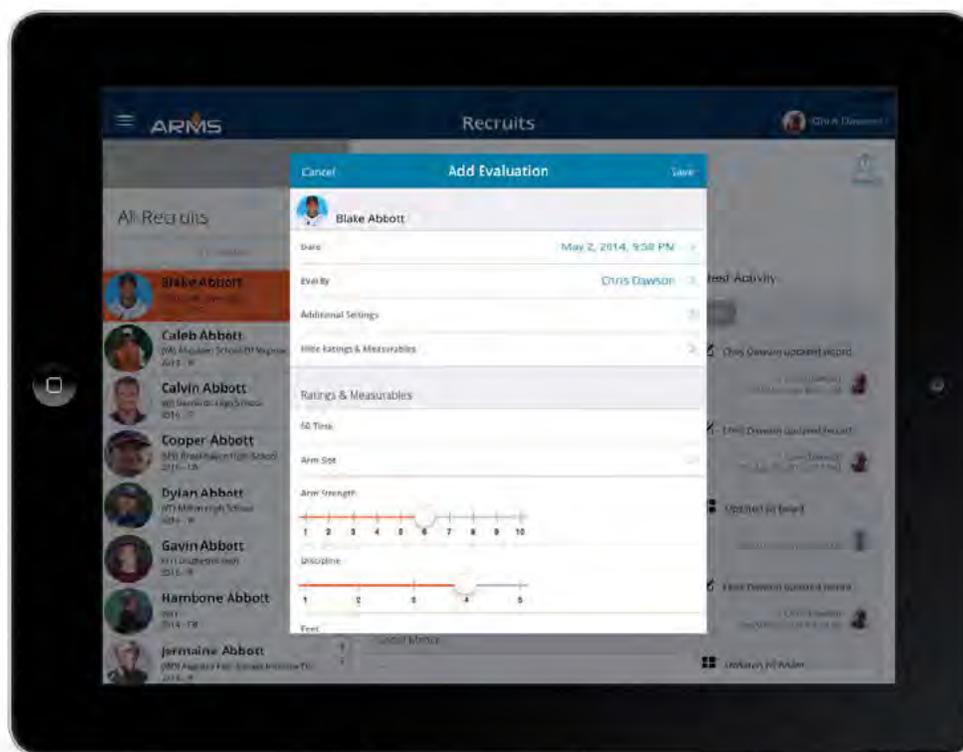
**Figure 11.93 – ARMS Mobile iPad Individual Recruit Add Evaluation**
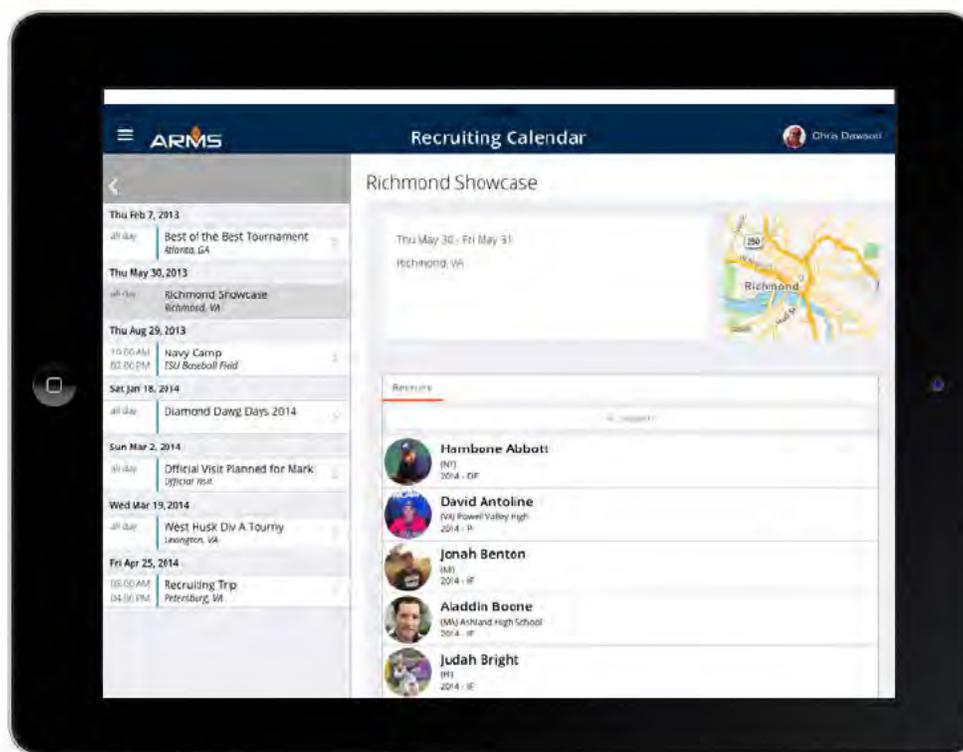
Figure 11.94 – ARMS Mobile iPad Recruiting Tournament/Event Interface
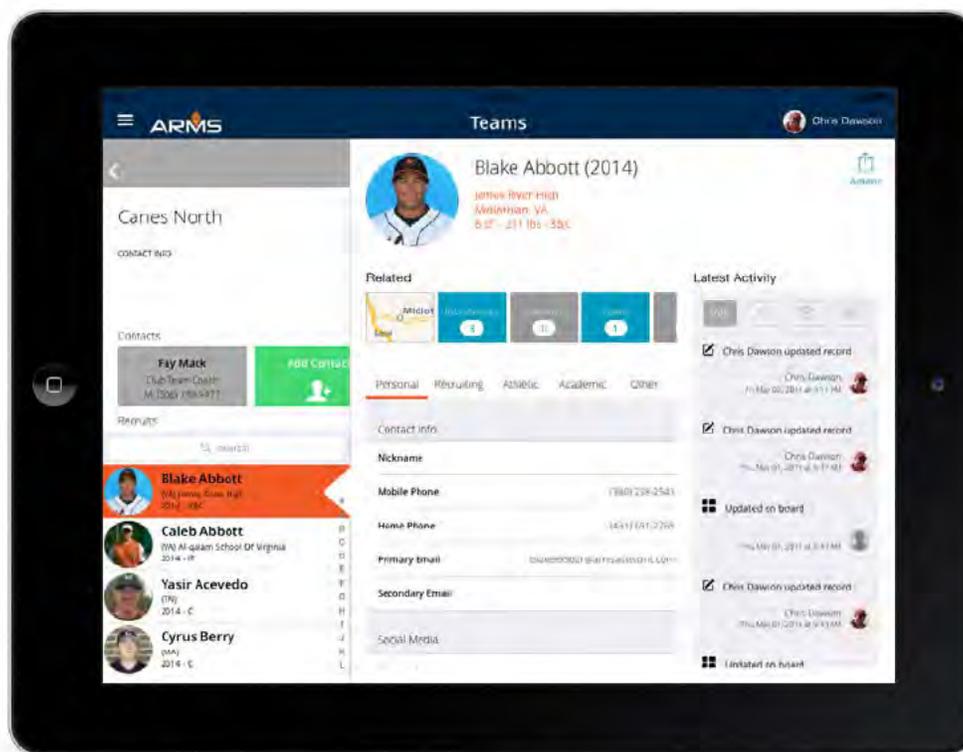
Figure 11.95 – ARMS Mobile iPad Recruiting Team Interface

11.3.3.13 Communicating with Prospects on ARMS Mobile for iPad

Coaches can email and text any contact that is available in the ARMS system directly from their profile by simply clicking on their phone number or email from ARMS Mobile for iPad. Coaches can also email and text groups of contacts through ARMS Mobile just as in ARMS Web. All communication compliance rules are available on the iPad within the contact profile and provide preemptive notifications to stop coaches from making a communication by mistake when a violation is possible from the communication. **Coaches can also send formatted emails directly from the iPad by simply choosing the appropriate visual template from a picklist within the email screen.** Communications are immediately logged as soon as the communication is completed. Example screen shots of recruit communication on ARMS Mobile for iPad are shown below.
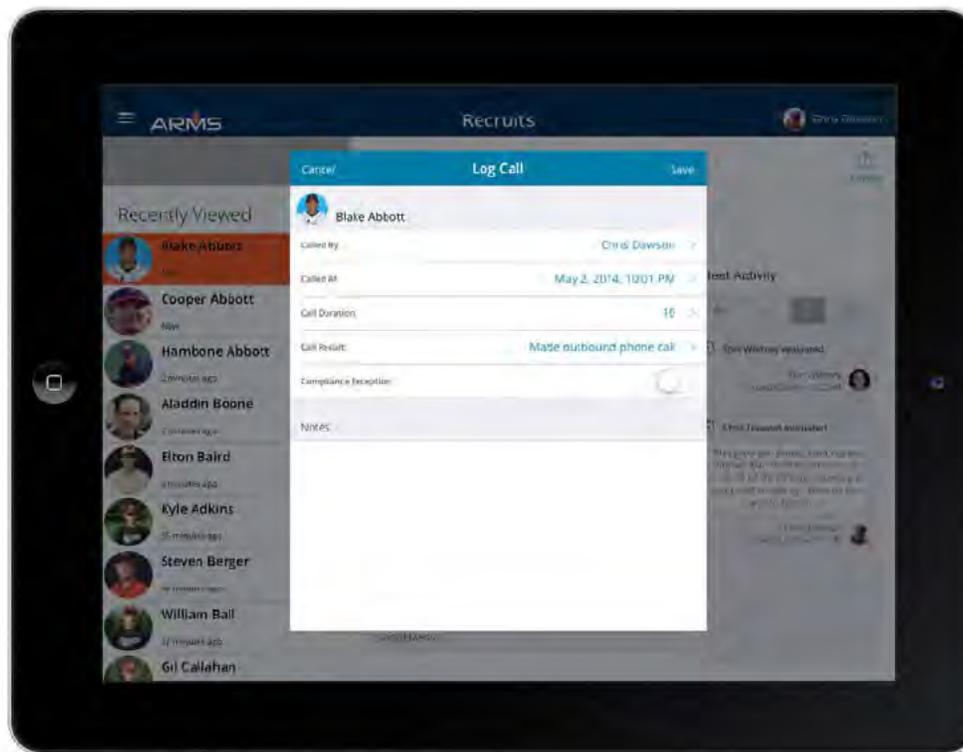
Figure 11.96 – ARMS Mobile iPad Automated Call Logging
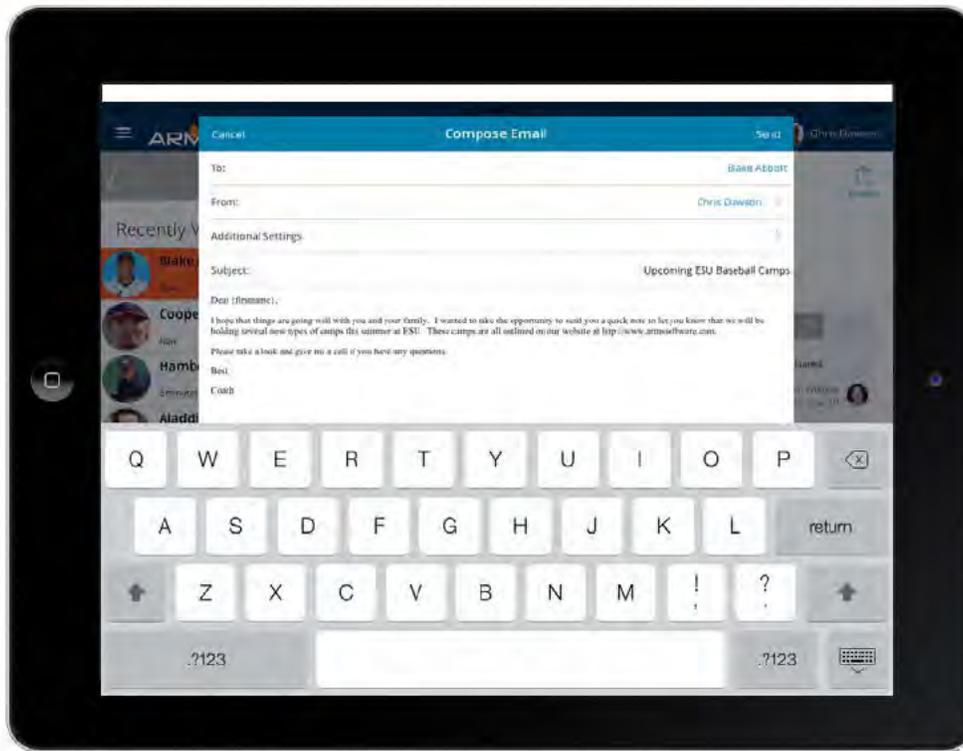
Figure 11.97 – ARMS Mobile iPad Email/Text Message Interface Screens
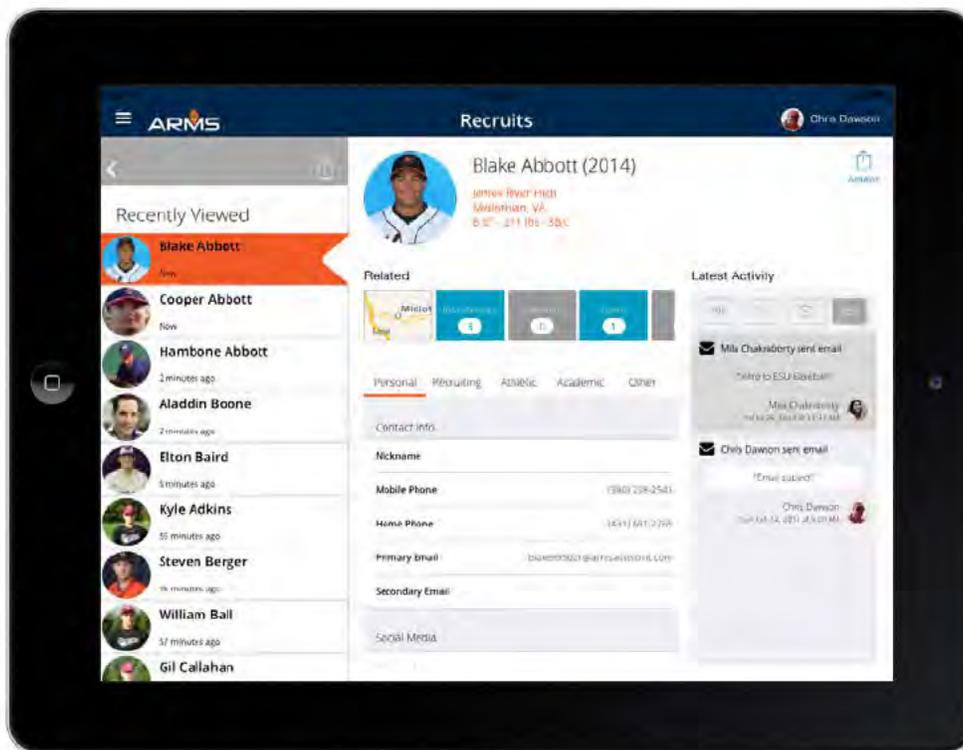
Figure 11.98 – ARMS Mobile iPad Recruit Profile Communications Area

11.3.3.14   Direct Integration with Google Maps and Google Images and the Device's Camera

ARMS Mobile for iPad, like all other ARMS Mobile platforms, provides direct integration with Google Maps and Google Images for location services when finding a recruit, high school, game, etc. while users are on the road and trying to find a specific location. The location services are built directly into the profile screen of the recruit and can be zoomed for direct location of any recruit in the system.

ARMS understands the importance of being able to integrate photos and images of recruits directly into their profile. Thus ARMS has built direct integration of Google Images and the device's camera to simply and efficiently upload pictures and images into the recruit profile from the mobile device and make it available across all ARMS platforms instantaneously. Simply tap to edit the recruit, click on the image and select "Take a Picture", "Use an Existing Picture" or "Search Google" and the image will be included within the profile within a matter of seconds. This feature works the same across all ARMS Mobile platforms. The recruit profile integration on the iPad with Google Maps is shown below.
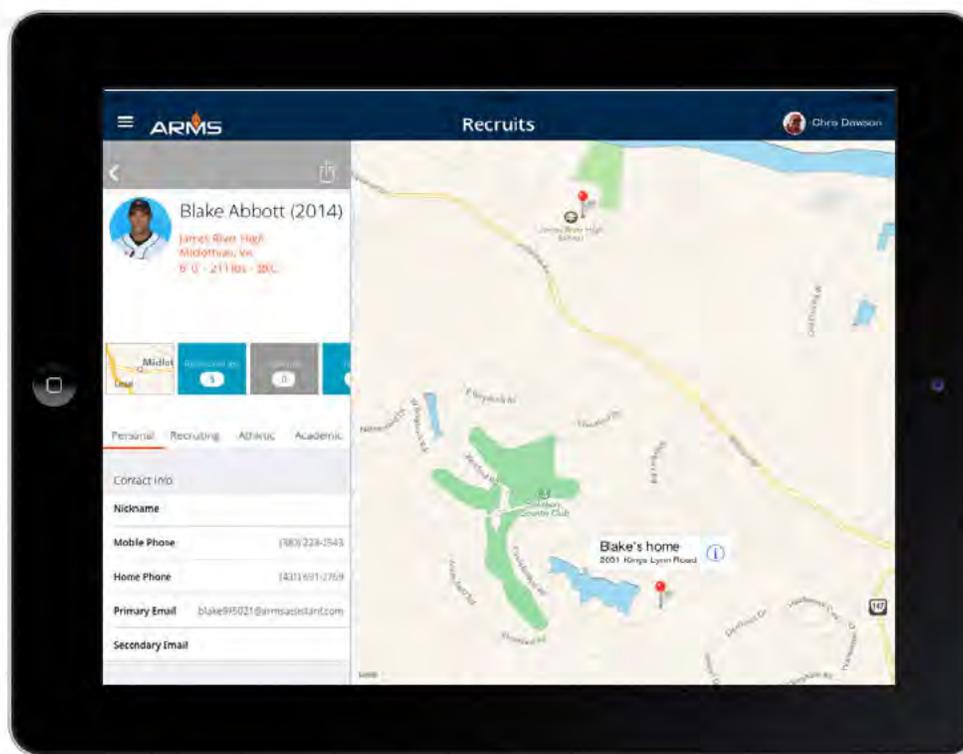
Figure 11.99 – ARMS Mobile iPad Google Maps Integration for Directions and Locations

11.3.3.15   Automatic Call Logging

ARMS has "truly automatic call logging" from its ARMS Mobile platforms. Coaches simply click the phone number of the recruit and, if the call is not going to create a violation (this will be explained further in Section 5.3) the phone will automatically dial through the native dialer of the phone. Once the call is ended, the coach will be sent to a call log screen, which is further detailed in the next section and the call will automatically and instantaneously log to the recruit's profile and any associated compliance issue will be sent directly to ARMS Compliance (Detailed further below). See the ARMS Mobile call screens below.
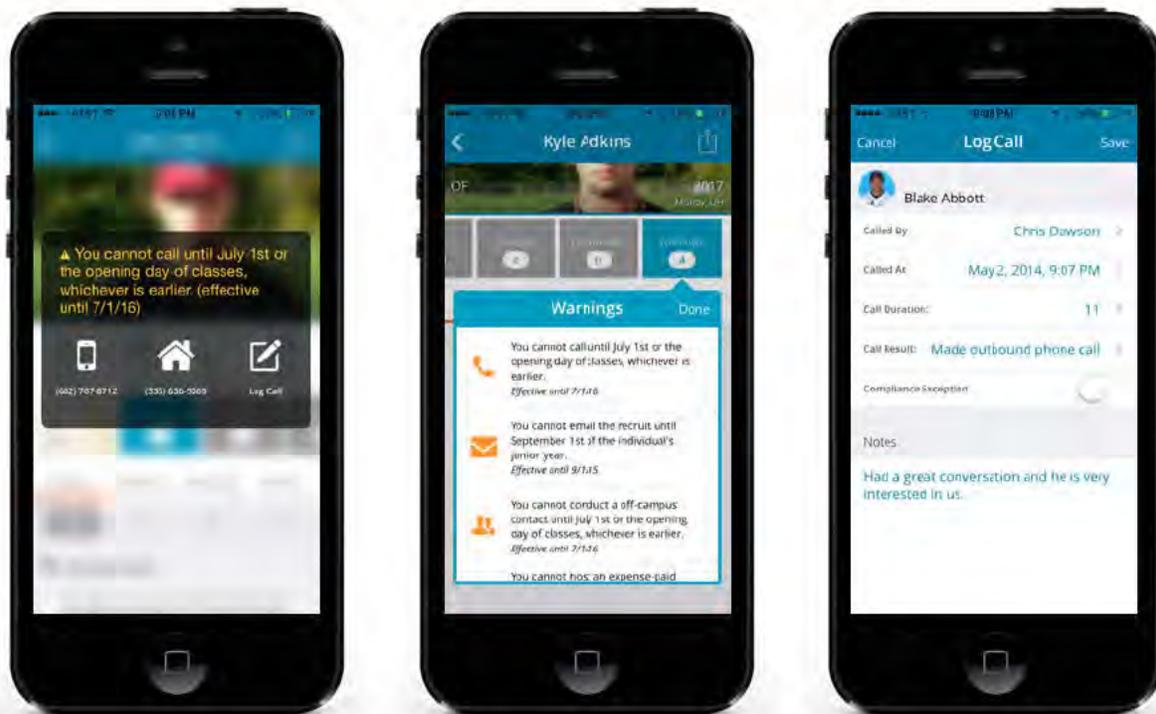
Figure 11.100 – ARMS Mobile Phone 100% "True" Automated Calling and Call Logging

11.3.3.16 Coach Will Not Have to Enter Date, Time, or Duration of Call

When a call is made through the ARMS Mobile platform, a coach will never have to enter information associated with the call like the phone number called, date, time, duration of call, or the phone number associated with the coach. As soon as the call is made, the phone will automatically bring up a call log screen with all of this data pre-populated. The coach simply chooses what happened in the call from a picklist, e.g. left voicemail, made outbound phone call, could not connect, etc. and then enters any call comments that the coach wants to make into the comments box. The coach hits save and the call is logged automatically and will appear within the recruit's activity and communications profile. Any associated compliance warnings are instantaneously updated for this specific recruit, e.g. if only one call per week is allowed, at that time and everything is complete and any user for that specific sport and/or any administrators allowed access to that sport's data will see the updated record for the recruit on ARMS Web or ARMS Mobile.

11.4 ARMS Compliance

ARMS automatically tracks all activities witin the system and allows them to be reported upon and consolidated in any manner the user wishes. Not only are these available as part of "NCAA Compliance reports", but are also available within recruit profiles and other views so that the information can be analyzed in many different ways. As coaches complete evaluations, these evaluations are automically logged as an activity in the system directly against the recruit and also against the total number of evaluations/contacts available respectively for the given sport. Contacts, official visits, and unofficial visits can be logged into the system and are associated as recruiting events. ARMS automatically logs and tallies this information and makes it available via a consolidated view and through reports to compliance instantaneously. Recruiting person days are also associated directly and available via report to compliance at the press of a button.

Any individual reports that are necessary that are not a part of ARMS can be requested and the ARMS team will create the custom report for the client at no additional charge and be available within ARMS in a matter of days.
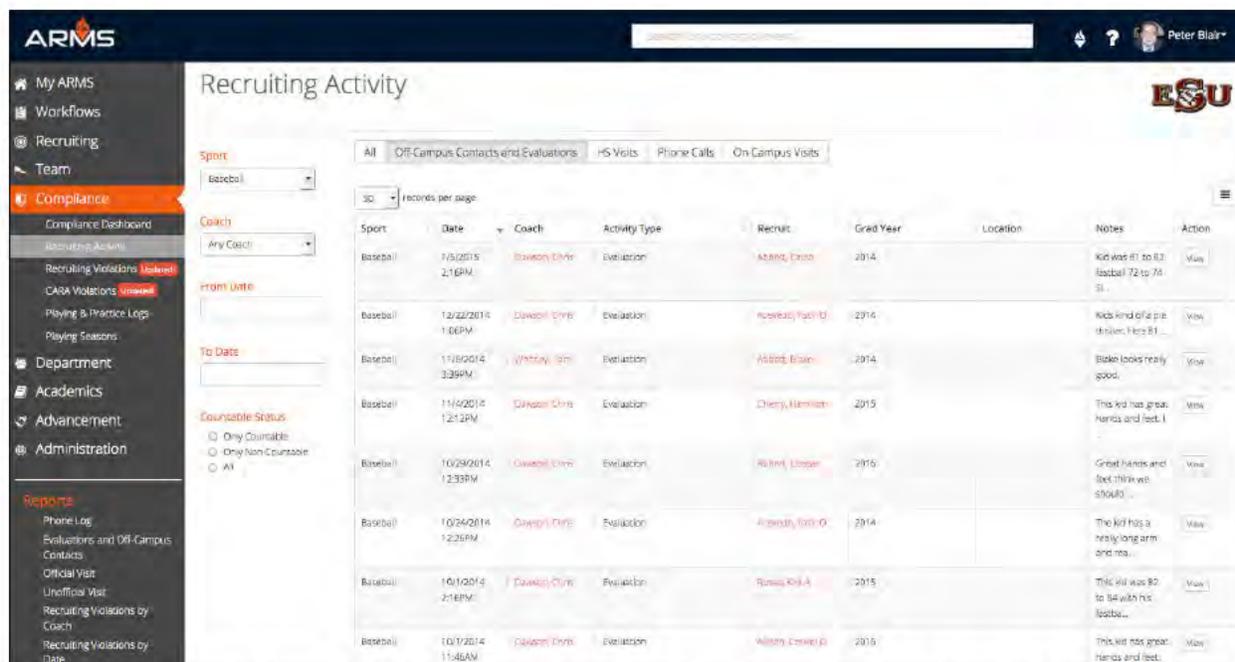
Figure 11.101 – ARMS Compliance – Recruiting Activity Monitoring and Reporting View

11.4.1 System ability to alert coaches/staff prior to a recruiting activity per NCAA Bylaw 13 that could result in a potential violation (i.e. Phone calls.)

ARMS provides complete preemptive warnings for all areas of NCAA bylaw 13 including phone, text, and email along with status warnings for calendar periods, official visits, eligibility requirements, etc. These preemptive warnings are available across all ARMS platforms including ARMS Mobile and ARMS Web. ARMS Web provides large, easy to read warnings across the recruit's profile to notify coaches of the inability to make certain types of communications along with a status tab that is constantly up to date with all warnings associated with a recruit including CARA calendar warnings, phone, email, and text warnings.

Within ARMS Mobile, the coach has all compliance issues directly in front of him/her and also sees a color change concerning recruits that have a compliance warning issue pertaining to contacts. If the coach attempts to call or email a recruit from the ARMS Mobile platform, a preemptive warning is immediately provided to the coach. The coach will then have to press call again in order to propagate the call. If the call is placed, the coach is forced to log the call (the app will not allow anything else to be done until it is logged) and the call will be logged as a possible violation and notify compliance through ARMS Compliance. The ARMS Rules Engine provides truly preemptive controls including warnings and monitoring to simplify and automate institutional control around these areas. See ARMS Mobile preemptive warnings below. The preemptive warnings for ARMS Web can be seen in multiple screen shots throughout this proposal within the recruit's profile.
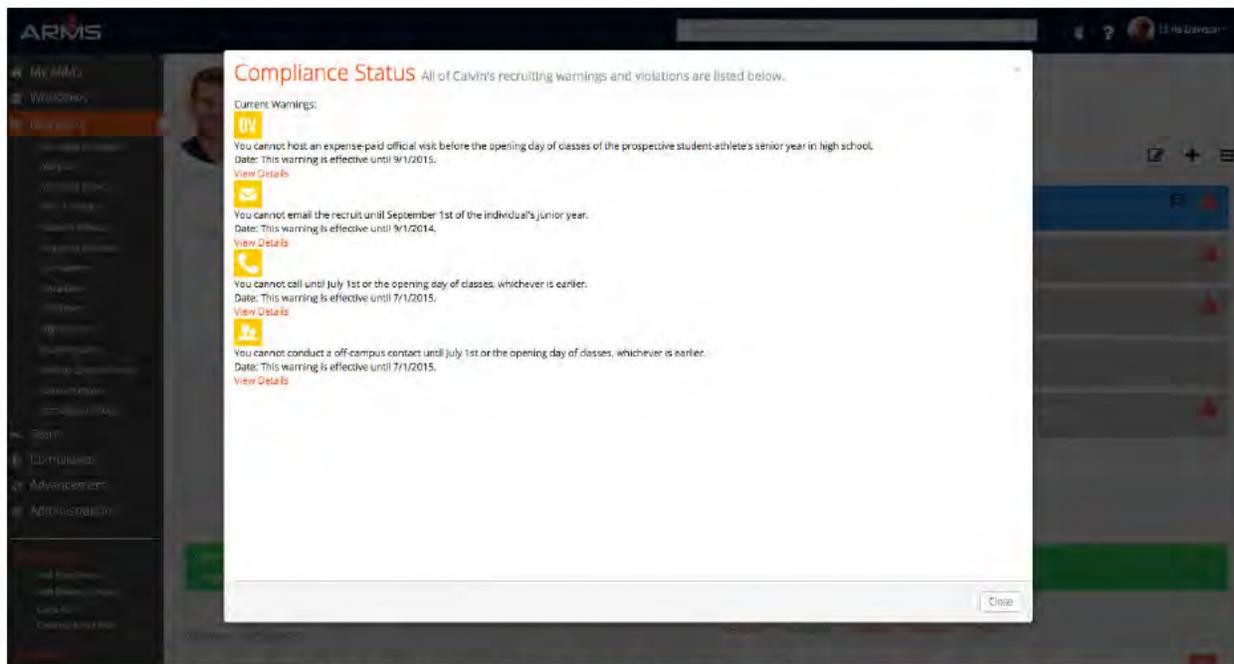
Figure 11.102 – ARMS Compliance – Web Recruit Profile Compliance Warnings
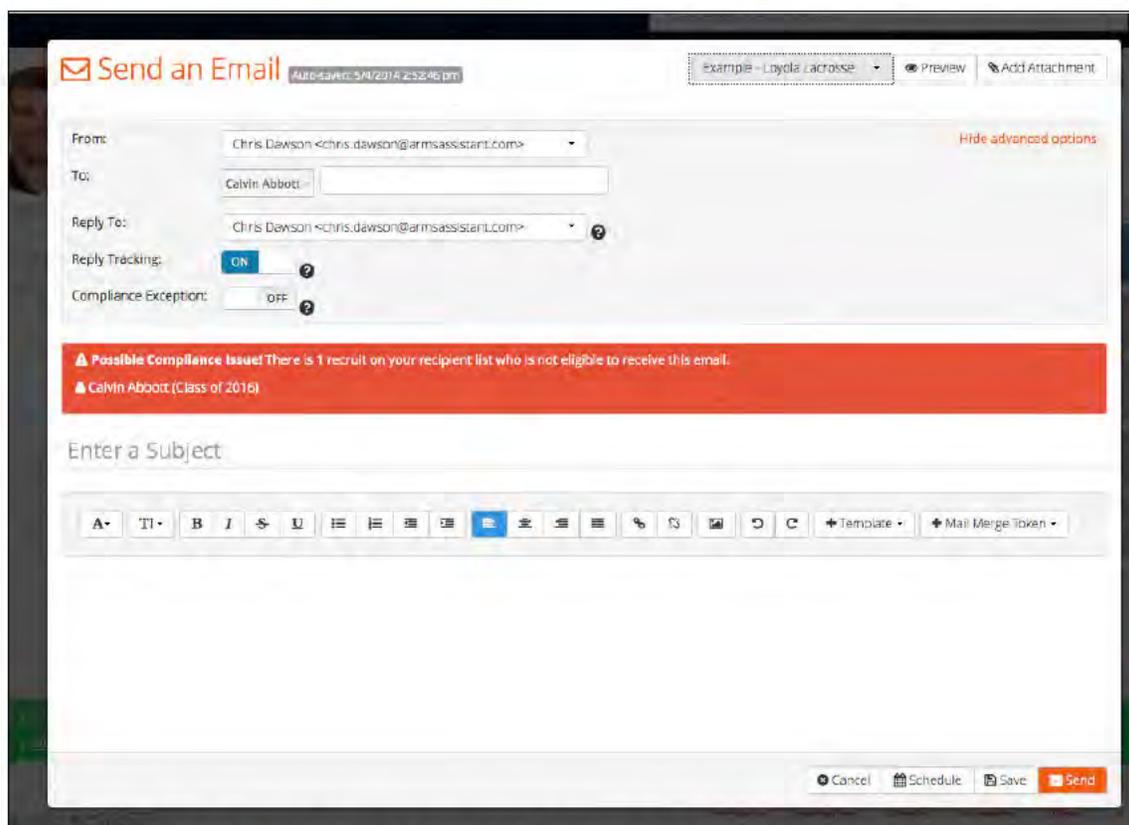
Figure 11.103 – ARMS Compliance – ARMS Web Email Compliance Warning
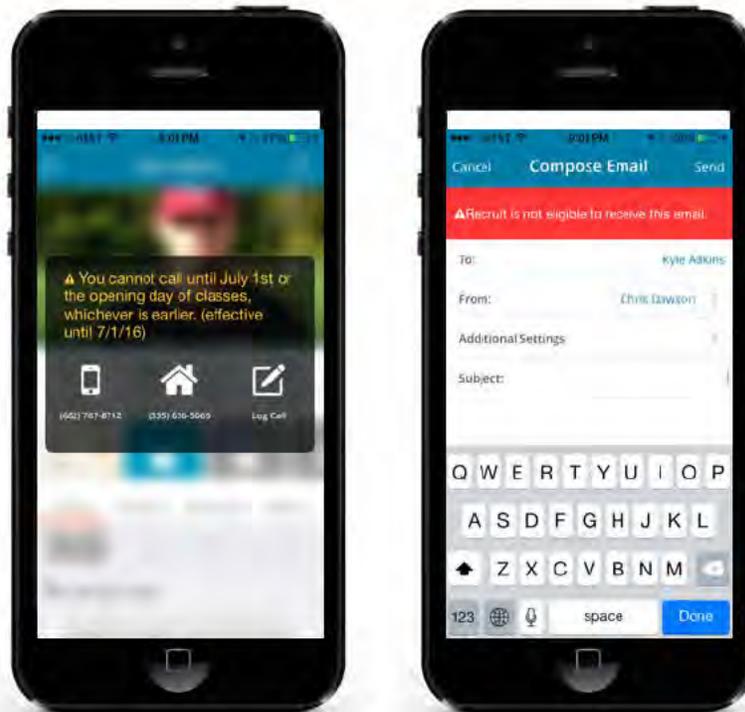
Figure 11.104 – ARMS Mobile Phone Preemptive Communications Warnings Examples

11.4.2   Automated Call, Email, Text, Contact, and Evaluation Logging

ARMS provides for automated call, email, contact, text, and evaluation logging and reporting from both ARMS Web and ARMS Mobile. ARMS will discuss the details of these areas more in the Recruiting section of this proposal, but the compliance department will have automated reporting of these areas and coaches will be able to simply complete these activities to take the administrative burden away from both groups. Because of the ease of use of the ARMS platforms, this becomes a completely automated, simple process.

Most departments also choose to integrate workflow and the call, email, text, contact, and evaluation reporting by having a "timed", monthly automated workflow that ARMS can kickoff each month without intervention to have coaches certify that all of their information is in ARMS in order to meet NCAA and institutional requirements. This is a simple decision that Arkansas can make at the time of implementation or any other time to determine if this is something that Arkansas would like to utilize.

11.4.3   Phone Call Compliance "Cross Check" Tool

Please note that ARMS DOES NOT charge an extra fee for the Phone Call Compliance Cross Check Service. This service is part of the annual subscription with ARMS Software.

The "Compliance Cross Check" service by ARMS provides compliance departments with an added level of control and visibility around phone calls and text messages sent from staff phones. The process is typically performed on a monthly basis. This document provides an overview of the key features of the service and a high-level description of how the "Compliance Cross Check" tool successfully performs its work.

The following key terms are used throughout this overview:

- **ARMS Compliance Engine** – The ARMS Compliance Engine is a central repository of rules and logic tailored towards NCAA Bylaws 13 and 117. The ARMS Compliance Engine is used by both real-time determinations in

ARMS and the Cross Check process.

- **ARMS Compliance Cross Check Tool** – The tool used by the ARMS Operations Team to process Phone Records through the ARMS Compliance Engine.
- **Phone Records** – Call and text message activity reports for both mobile and land-line phones.
- **Call Logs** – Call activity logged in ARMS either via manual entry or automatic logging from the ARMS Mobile app.
- **Cross Check Result Reports** – A set of reports that detail the results of the cross check process.

11.4.3.1   Prerequisites

There are a limited number of prerequisites necessary for the Cross Check Tool to work successfully:

- **Staff Phone Numbers** – The athletic department's staff and their work and mobile phone numbers must be stored in ARMS. The Cross Check Tool can check phone records for both coaching staff and departmental staff.
- **Recruit Information** – The Cross Check Tool compares phone numbers in the Phone Records to the phone numbers of recruits on file.

11.4.3.2   Submitting Phone Records

Compliance departments can submit their phone records on a monthly basis by sending them to the ARMS Operations Team at help@armssoftware.com. No preprocessing or formatting of the files is necessary as long as they are available in XLS or CSV formats.

Upon submission, an automated confirmation will be returned to confirm that the files were received, and the full results of the Cross Check are typically returned in 24-48 hours.

11.4.3.3   Cross Check Tool Features

The Cross Check Tool's ability to provide highly effective results in a short timeframe is a result of a proprietary set of algorithms and processes. At a high level, the tool performs the following steps:

1. **Data Scrubbing** – The Cross Check Tool is able to process client activity records without any preformatting due to its ability to automatically scrub and format data in source files from any carrier or phone system.
2. **Staff and Recruit Matching** – The Cross Check Tool matches origination and destination phone numbers with departmental staff/coaches and prospective student-athletes in ARMS. The Cross Check Tool accounts for a broad range of data anomalies such as multiple recruits having the same phone number.
3. **Existing Log Matching** – The Cross Check Tool employs a "fuzzy" matching system in order to associate call activity in the Phone Records with existing Call Logs entered in ARMS. For instance, ARMS can identify that a call logged at 10:10am with a duration of 5 minutes should match a call that appears in the Phone Records at 10:07am with a duration of 6 minutes.
4. **Centralized Compliance Engine** – Once the Phone Records are matched with existing contacts and Call Logs, the activity is processed through the centralized ARMS Compliance Engine.
5. **Importing New Calls** – Optionally, a program can have the unmatched calls automatically imported into ARMS as a part of this process.

11.4.3.4   Cross Check Tool Reports

The Cross Check Tool outputs of a set of reports that are provided to the client compliance team:

- **Full Activity Report** – A full spreadsheet of all activity from the Phone Records matched with Contacts and Call Logs.
- **Flagged Violation Report** – A subset of the full spreadsheet that only displays potential violations, including the

violation explanation and all activities for the recruit in the period to provide full context. The format of the report allows for filtering and sorting of the results.
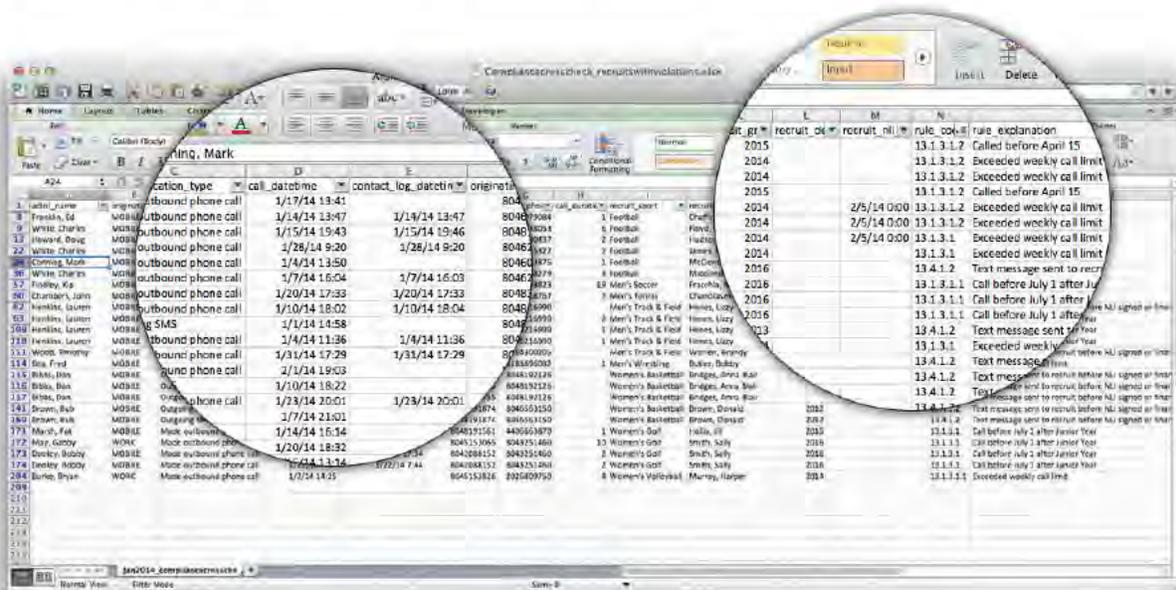
Figure 11.105 – ARMS Phone Call Cross Check Report

11.4.3.5   NCAA Call Rules (Bylaw 13) Rules Engine and Audit/Testing Practices

ARMS has NCAA Bylaw 13 integrated within all of its product lines through the server side rules engine called ARMS Compliance. This server-side architectural strategy is utilized so that all clients always have the latest version of the rules available on a 24x7x365 basis and across each of the ARMS platforms without reloading mobile software from the appropriate app store. This is the basis for all of the ARMS preemptive warnings and prospective violations within ARMS Compliance. ARMS implements its rules engine to run across a per sport per division basis so that institutions who have certain mixes of sports across NCAA divisions can easily utilize the software. For example, there are schools across the country that may have certain sports at the Division I level, but others at Division II or Division III. ARMS architected its rules engine so that this situation can be easily monitored and utilized across any school in the country.

ARMS creates, monitors, audits, and tests its rule sets through a rigorous process internally with its testing team as well as through review with a subset of its existing customer base prior to releasing any changes and as rules change across both the NCAA Division I and Division II levels. ARMS releases any changes to ARMS Rules Engine into a testing environment that certain clients compliance staffs will execute testing and monitoring of the rules across NCAA Bylaw 13 to ensure that the appropriate warnings and violations are executed at run time. ARMS also utilizes several law firms to review its implementation and interpretation of the rules at each division level to ensure the appropriate rules are being executed in the appropriate manner.

The multi-phase approach for ARMS rules auditing and monitoring ensure that the ARMS Rules Engine is always up to date and running appropriate rules every day of the year.

11.4.3.6   Call Rules Adjust Automatically as Official Visits and NLIs are Entered

ARMS adjusts automatically as any information associated with a recruit changes since the ARMS Rules Engine is constantly monitoring any database transaction instantaneously. As official visits or NLIs or other associated eligibility information is modified within a recruit's record, the compliance warnings associated with a specific recruit will reflect the appropriate status based upon this information change every time, all the time.

11.4.4 Other Compliance Information

ARMS has already described the compliance rules base of ARMS in earlier sections, but will provide further information within this section.

The ARMS Compliance system provides athletic departments with a centralized repository to track, monitor, and report on recruiting activity. The repository is a central component to the overall ARMS system, accessible in real-time by coaches, compliance professionals, and other departmental administrators and users of the ARMS system. In addition to tracking and storing recruiting activities, the ARMS system maintains a built-in rules engine that processes activity in real-time to provide warnings and flag potential violations and is configured to align with Sections 13 (Recruiting) and 17 (Playing Seasons) of the NCAA Manual.

The ARMS Compliance Dashboard is one of the tools available to compliance professionals to review potential violations and override or confirm them. Administrators can filter the dashboard to view violations by sport and status. Further detail can be reviewed by reviewing the specific violation detail or the Prospective Student-Athlete profile directly. Compliance professionals are also able to view printable, on-demand reports as well as live activity streams of ongoing communications. The ARMS Compliance system allows for the tracking and ongoing storage of the following recruiting related activities:

- Emails
- Phone Calls
- Texts
- Contacts
- Evaluations
- Unofficial Visits
- Official Visits

The ARMS rules engine is used to handle the complex algorithmic processes in real-time that provide warnings and flag potential violations related to common rules found in NCAA Bylaws 13 and 17, related to recruiting and playing/practice respectively.

For recruiting related compliance, the ARMS rules engine is driven by three primary sources of information:

- Prospective Student-Athlete Demographic Information - The most critical element is the Prospective Student-Athlete's graduation year. In the case that the year is not provided, the system identifies these recruits as well.
- Recruiting Calendars - The ARMS rules engine maintains a central repository of the NCAA recruiting calendars (e.g. - quiet periods, contact periods, dead periods, etc.) by sport.
- NCAA Rules - Where applicable, specific NCAA rules are coded into the rules engine to provide warnings and flag potential violations. The ARMS Compliance system is able to handle all time-period based restrictions including:
- Dates that activities cannot be performed until
- Limitations over a certain timeframe (i.e.: per week, per month)
- Automatic exceptions post-commitment or 5 days before an official visit
- Total counts for evaluations and contacts
- Recruiting person day calculations
- Pre-certification for compliance approved activities like sending out questionnaires or communicating about camps

For playing season related compliance, the ARMS rules engine is driven by:

- Sport

- Sport CARA Calendar
- Academic Year Configuration
- Sport Declaration of Championship, Non-Championship, and Out of Season Segments
- Daily, Weekly Activity by Sport and by Student-Athlete

11.4.5   Automated CARA Management

ARMS is a fully integrated system that allows WORK TO BE COMPLETED ONCE and all areas of the software integrate this data. For example, coaches can simply manage their Team Calendar within ARMS and this integrates directly to ARMS CARA tracking, complimentary tickets, and the overall departmental calendar so that the information is only entered once. The client can be rest assured that information is only entered once and moves across all areas of ARMS including Compliance, Financial Aid, Eligibility, Recruiting, Team Management, Department Management, etc.

ARMS allows coaches to completely automate CARA management by simply managing their practice and competition calendar and completing activities at the "click of a button". ARMS makes it simple to configure each academic year at the institutional level, set vacation periods, exam periods, etc. through a simple to use tool. Then sports or compliance can set the playing season declarations and set timeframes and CARA approval groups, i.e. if student-athletes need to approve and automate that approval process as well.

ARMS Compliance allows the compliance group to monitor and understand all potential CARA violations through an easy to use interface. All possible CARA violations are stored and monitored from a central location and compliance personnel can confirm or override violations based upon their professional opinion in one single place and mistakes can be fixed easily through the calendar and possible violations will auto-resolve automatically. An example of the CARA violation management page can be seen below.
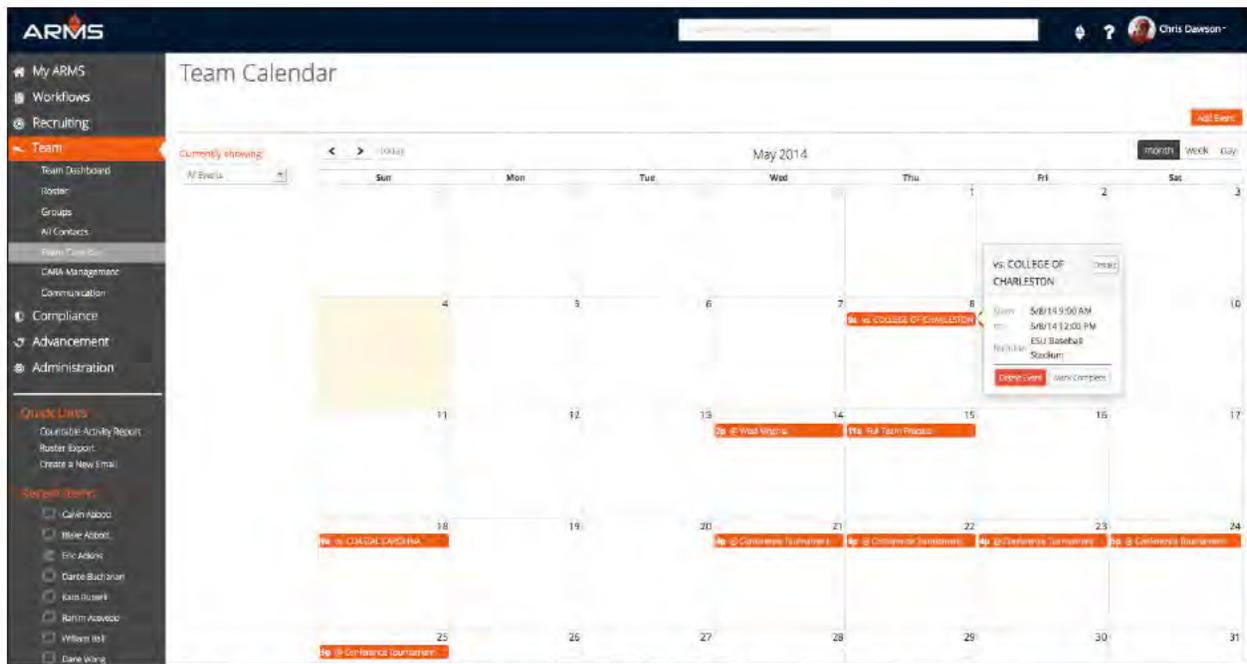
Figure 11.106 – ARMS Compliance – CARA Event Management Calendar View
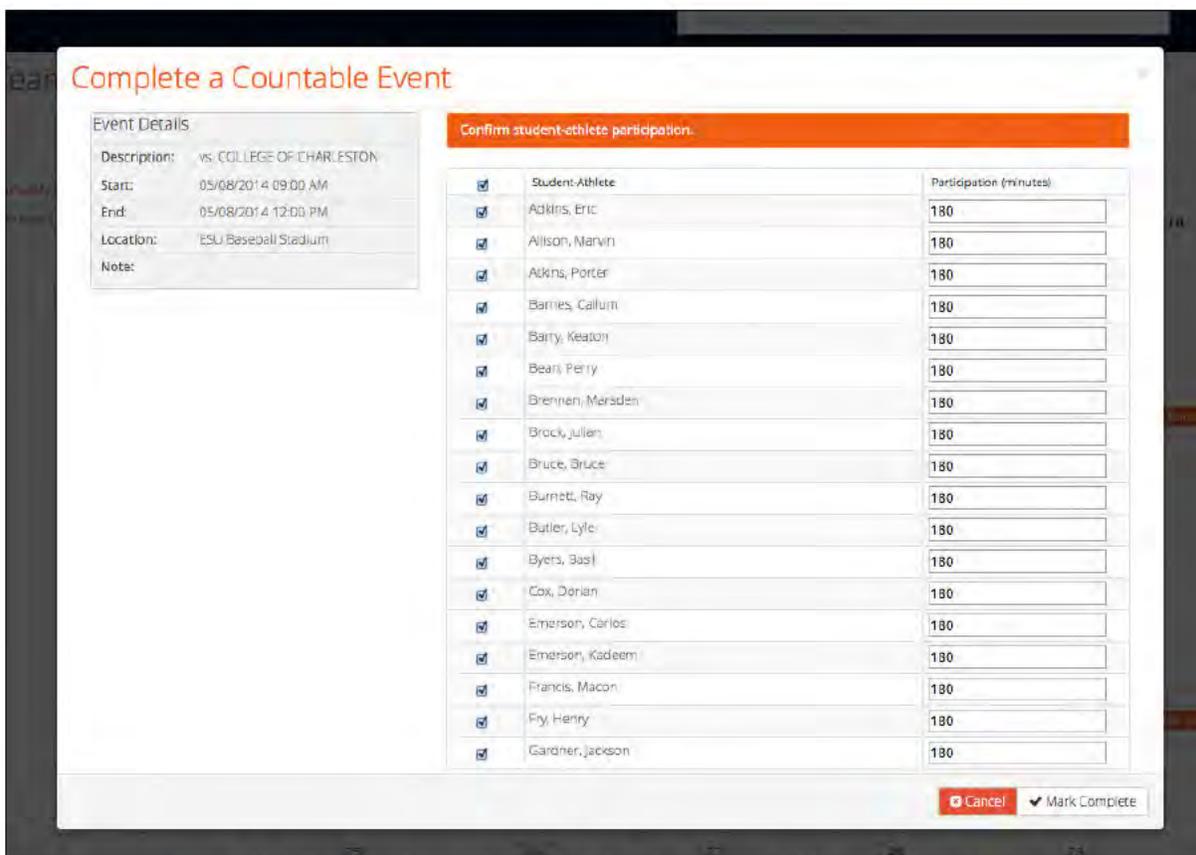
Figure 11.107 – ARMS Compliance – CARA Management Complete Event Screen
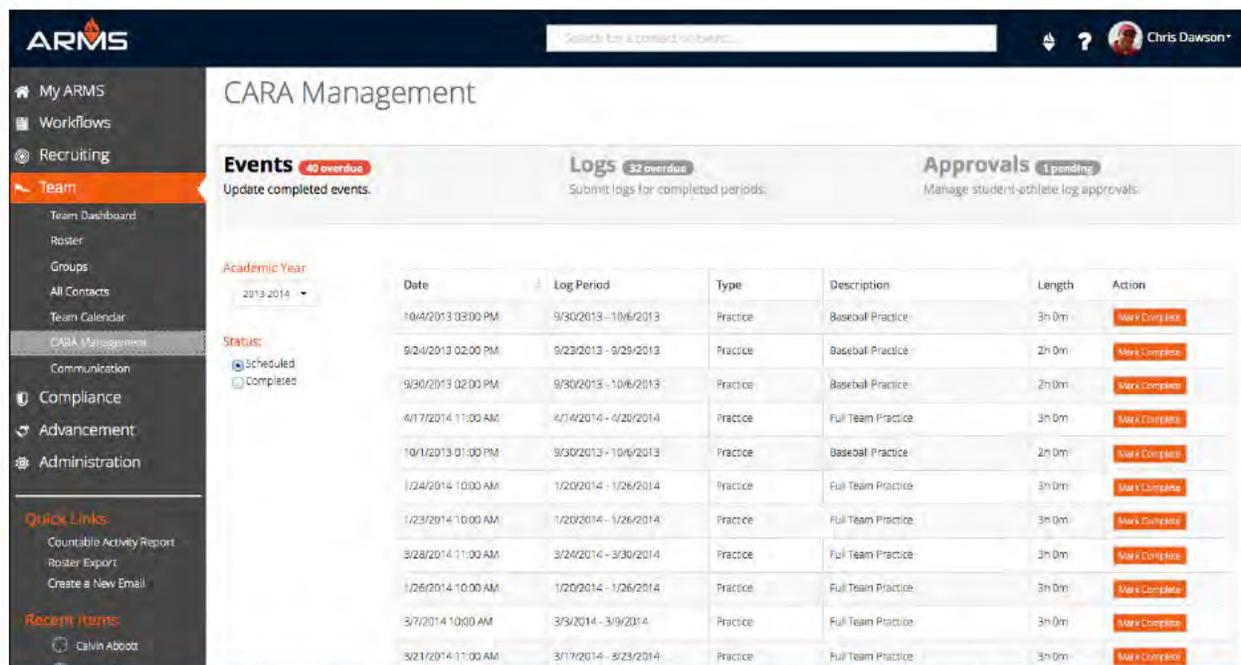
Figure 11.108 – ARMS Compliance – CARA Management Consolidated Event Management

Figure 11.109 – ARMS Compliance – CARA Consolidated Log Management

Figure 11.110 – ARMS Compliance – CARA Student Athlete Approval Management
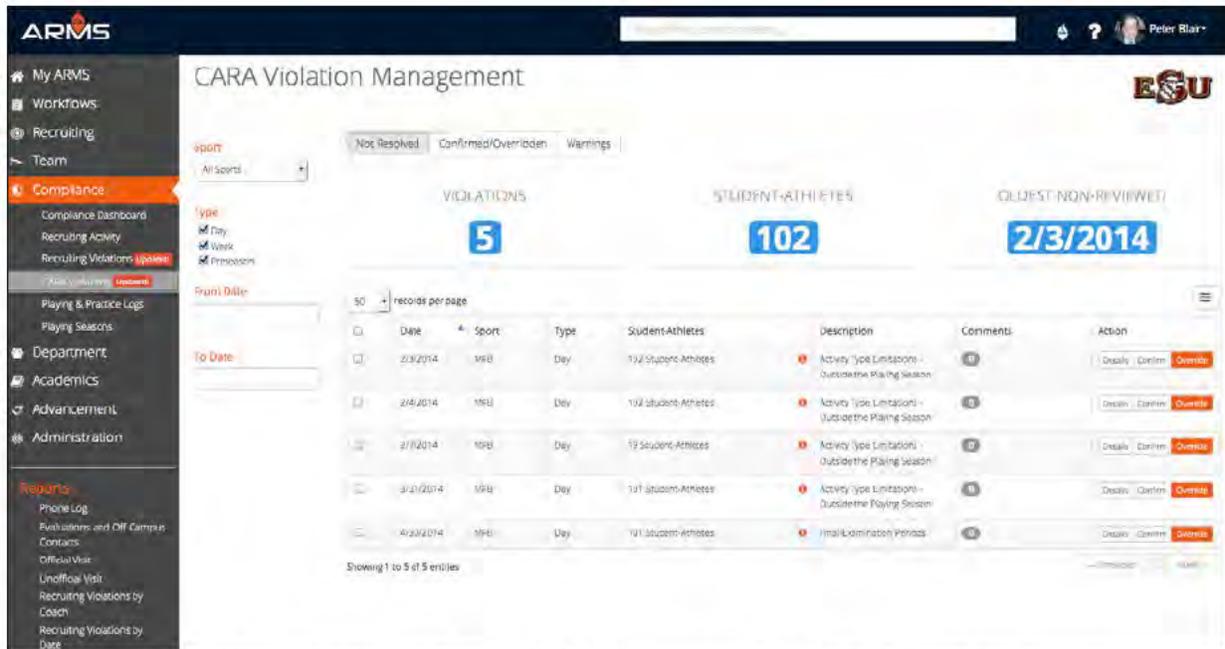
Figure 11.111 – ARMS Compliance – CARA Management Possible CARA Violation Screen

11.4.5.1 Activity Logs

ARMS Compliance allows the compliance group to view activity logs in real time and understand the status of the logs from an approval standpoint. ARMS allows complete configuration of CARA logs from within the ARMS administration console and timeframes and approval steps can be configured by the compliance office. Below is a view of the Activity Logs area of ARMS Compliance along with the detail screen to view the details of an individual's activity for a specific log. Overdue events, logs, and approvals can also be filtered out by sport, entire department, etc.

11.4.5.2 CARA Logs

ARMS takes the simplicity of coaches completing, student-athletes approving, and compliance receiving CARA logs to a new level. First of all, ARMS manages all events associated with the athletic department, sport, etc. including practices, competitions, etc. ARMS allows these events to be managed through a simple to use calendar interface where events are created, participants and simply linked to the event by using ARMS Groups, and when the "Countable Activity" is completed, the event is marked as completed and the time associated with the countable event will be automatically associated with the student-athletes who participated. These calendars can also be imported from a spreadsheet directly into ARMS as well.

Through ARMS administration, the compliance office simply sets the frequency that CARA logs will be generated for approval and the start date of the week and ARMS manages the remainder of the process utilizing ARMS Workflow including student-athlete approval. ARMS also tracks possible CARA log violations that may occur based upon scheduled activities so that they can be addressed before the occur. **Basically, ARMS makes the coaches, student-athletes, and compliance office's job easier than ever possible before ARMS was available in the marketplace.** Coaches and the compliance office can see at any time the hours scheduled per student-athlete, hours completed, number of events completed per week, CARA logs and their corresponding status, i.e. Approved, Rejected, In-Process, etc. See CARA log screen examples below.

Playing and Practice Log Report

Reporter: Brady Anderson Clemens

ESU Baseball

In Season Countable Activity: Maximum 20 hrs per week / 4 hrs per day, 1 day off required

Out of season Countable Activity: Maximum 8 hrs per week / 4 hrs per day / 2 hrs skill work, 2 days off required

Log Start Date: 06/21/2012   Log End Date: 06/27/2012

Individual Countable Activities

Each athlete is listed along with their hours of countable athletically-related activity for each day.

Day of Week:	Thu	Fri	Sat	Sun	Mon	Tue	Wed		
Date:	06/21/2012	06/22/2012	06/23/2012	06/24/2012	06/25/2012	06/26/2012	06/27/2012	Approval Status	Athlete Totals
Allison	3h	3h	Day Off	Day Off	3h	3h	Day Off	Rejected	12h
Porter Atkins	3h	3h	Day Off	Day Off	3h	3h	Day Off	In Process	12h
Keaton Barry	3h	3h	Day Off	Day Off	3h	3h	Day Off	In Process	12h
Juban Brock	3h	3h	Day Off	Day Off	3h	3h	Day Off	Approved	12h
Bruce Bruce	3h	3h	Day Off	Day Off	3h	3h	Day Off	In Process	12h
Ray Burnett	3h	3h	Day Off	Day Off	3h	3h	Day Off	In Process	12h
Lyle Butler	3h	3h	Day Off	Day Off	3h	3h	Day Off	In Process	12h
Dorian Cox	3h	3h	Day Off	Day Off	3h	3h	Day Off	Approved	12h
Nicholas Dillon	3h	3h	Day Off	Day Off	3h	3h	Day Off	In Process	12h
Kadeem Emerson	3h	3h	Day Off	Day Off	3h	3h	Day Off	Rejected	12h
Henry Fry	3h	3h	Day Off	Day Off	3h	3h	Day Off	Approved	12h
Jackson Gardner	3h	3h	Day Off	Day Off	3h	3h	Day Off	In Process	12h
Arden Hoffman	3h	3h	Day Off	Day Off	3h	3h	Day Off	In Process	12h
Robert Mcdonald	3h	3h	Day Off	Day Off	3h	3h	Day Off	Approved	12h

Figure 11.112 – ARMS Example Consolidated CARA Log Report

11.4.5.3   Playing Season Declaration

ARMS has, by far, the simplest and most comprehensive playing season declaration interface and engine in the college athletics industry. ARMS utilizes a simple calendar-based strategy that allows coaches and/or administrators the ability to simply create segments, change start days of weeks, simulate different practice strategies with days off, etc. with real-time feedback on both weekly totals and total days per segment and per year. The ARMS Playing Season Declaration Interface has taken the NCAA's CAi interface for playing season declaration and brought it into the 21st century.

Within this interface, the coach or administrator can also determine the approval frequency and set approval groups, individuals, etc. for seamless and easy use of ARMS CARA automation. A screen shot of the ARMS Playing Season Declaration is included below.
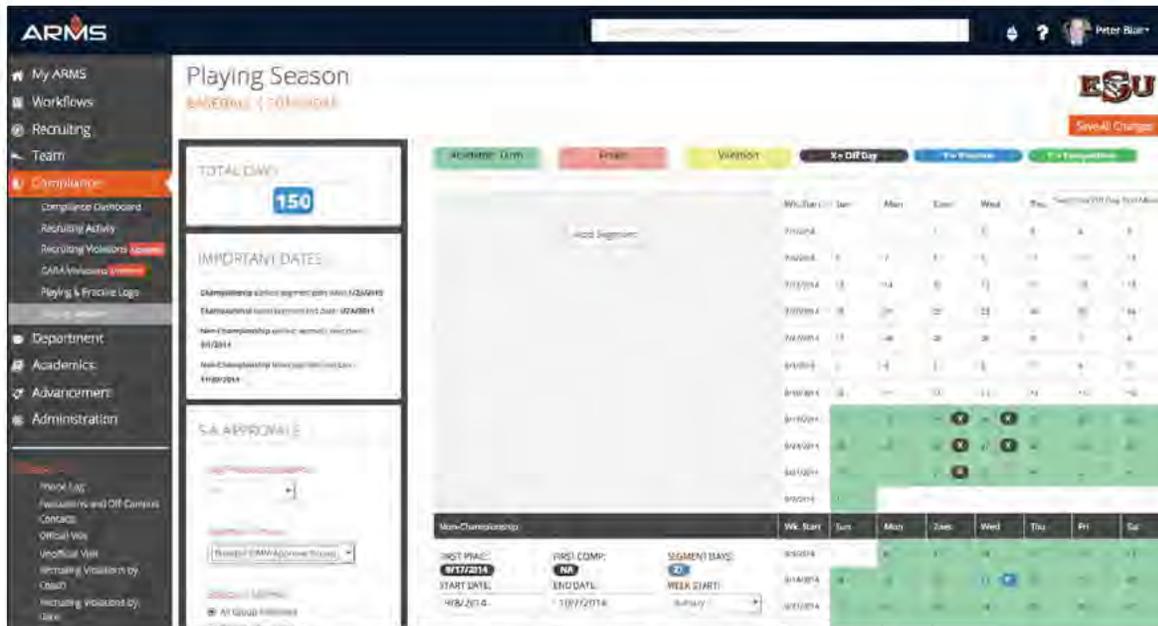
Figure 11.113 – ARMS Playing Season Declaration Interface

11.4.6   ELIGIBILITY TRACKING

Due to the thorough nature of ARMS Eligibility, each of the questions below will be answered with brevity and the details are provided directly below to provide a more thorough and complete response to demonstrate the ARMS Eligibility capability. ARMS allows everyone involved in the eligibility tracking process a seamless set of sophisticated yet simple tools to help keep institutional control and accuracy and ARMS Workflow can be integrated into the process to truly automate the entire process like never possible before in college athletics. ARMS is truly bringing new possibilities that administrators have never seen.

11.4.6.1   ARMS Eligibility Overview

ARMS Software provides Athletic Departments with the ability to store and track all initial and continuing eligibility data for each Prospective and current Student-Athlete throughout their entire career at the University. ARMS gives a real-time view of where each student-athlete measures up in relation to the NCAA mandated progress towards degree benchmarks, gives administrators the ability to view practice and competition eligibility for each student-athlete, broken down by semesters, and allows administrators to generate squad lists within ARMS for each of their teams.

Additionally, ARMS utilizes the most advance workflow systems to allow coaches and administrators evaluate prospective student-athlete transcripts and test scores and review their status with the NCAA standards to attain qualifier status out of high school. These evaluations are saved directly into the recruit profile for all coaches and administrators with access to view creating transparency on all prospective student-athlete evaluations and each member of the department is aware of any deficiencies that need to be addressed prior to enrollment.

11.4.6.2   Tracking Eligibility By Term

ARMS uses term based eligibility tracking to ensure transparency and auditability of student-athlete eligibility during each semester of their enrollment at your institution. System administrators have the ability to update student-athletes' competition, practice and medical eligibility individually within the student-athlete profile or in bulk via the team roster. Within the Roster Status section of the student-athlete's profile administrators can see the career view of all practice and competition eligibility. Any changes to those eligibility statuses are time and date stamped within ARMS and system also stores the user who made the change to ensure full transparency throughout the department.
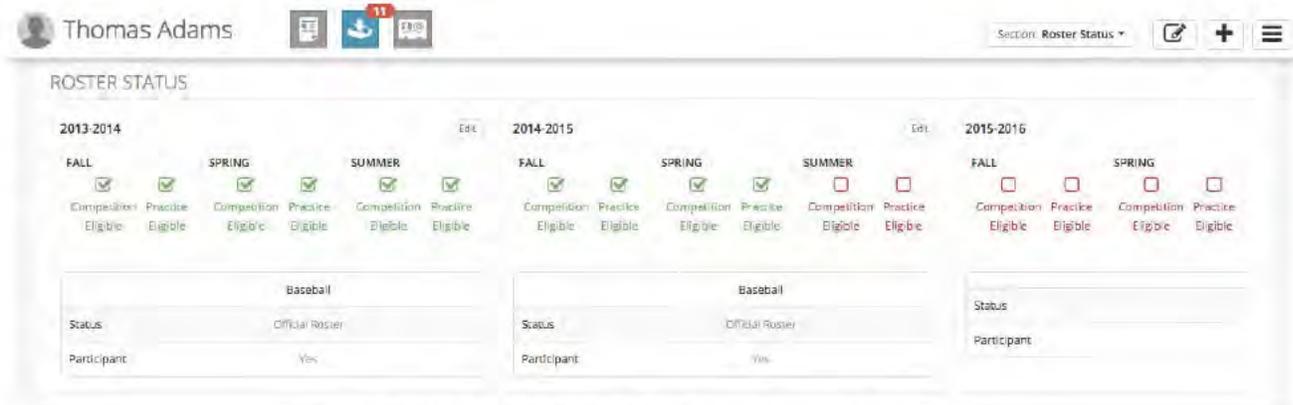
Figure 11.114 – Eligibility Roster Status View on SA Profile

Department users also have the ability to track annual participation for each student-athlete to ensure that they are in compliance with their permissible total seasons of competition utilized. This information, as well as all financial aid information, will pull directly into the squad list to surface the total years of competition used. The squad list generated within ARMS identically replicates the CAi report allowing administrators to input all required data into ARMS and generate their squad lists without using CAi. Administrators can also set up their institution specific squad list approvals within ARMS eliminating the need to pass paper office to office to get sport supervisor's, athletic director's and coach's signatures. All of these signatures can be taken care of electronically through ARMS creating an efficient eligibility review and approval process.
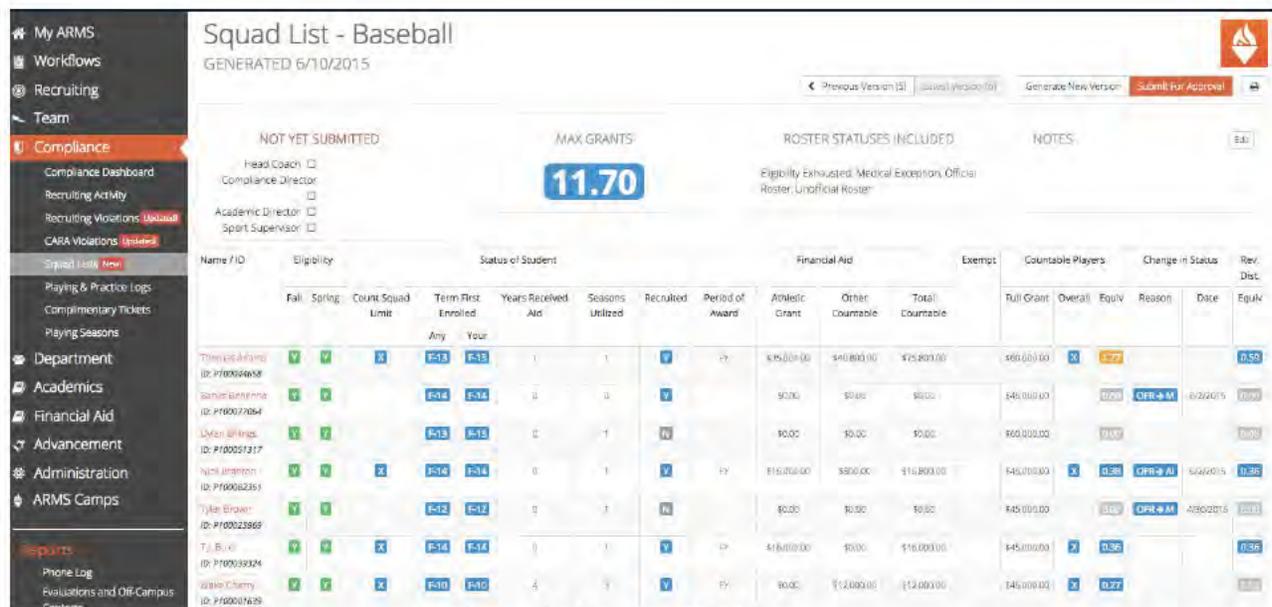
Figure 11.115 – Squad List View

11.4.6.3   SA Eligibility Within ARMS

- **Practice, Competition and Medical eligibility stored at the Semester level**
- **Career view to track potential trends**
- **Date stamped changes for increased transparency and auditability**
- **Annual participation tracking**

- **Squad List generation**

11.4.6.4   Importing Academic Records

Each individual course result for all student-athletes can be imported into ARMS and is stored in one centralized location. All courses can be marked as degree applicable or non-degree applicable and the system will automatically calculate each student-athletes progress towards degree based on the credit hour requirements of their designated major. The system will also review these calculations and flag any potential issues with the Bylaw 14 Progress Towards Degree legislation, specifically looking at the 6/18/24 hours rules as well as the 40/60/80 percentage toward degree rules based on the student-athlete's initial term of enrollment.

Figure 11.116 – Course Detail View

After analyzing all of the coursework the system will present multiple views for administrators to review any potential progress towards issues. The views are the department level overview, the roster overview and the student-athlete's detailed view.

11.4.6.5   Department Level Overview

- **Gives administrators a quick view of all sports**
- **Highlights the number and type of potential issues for each sport**
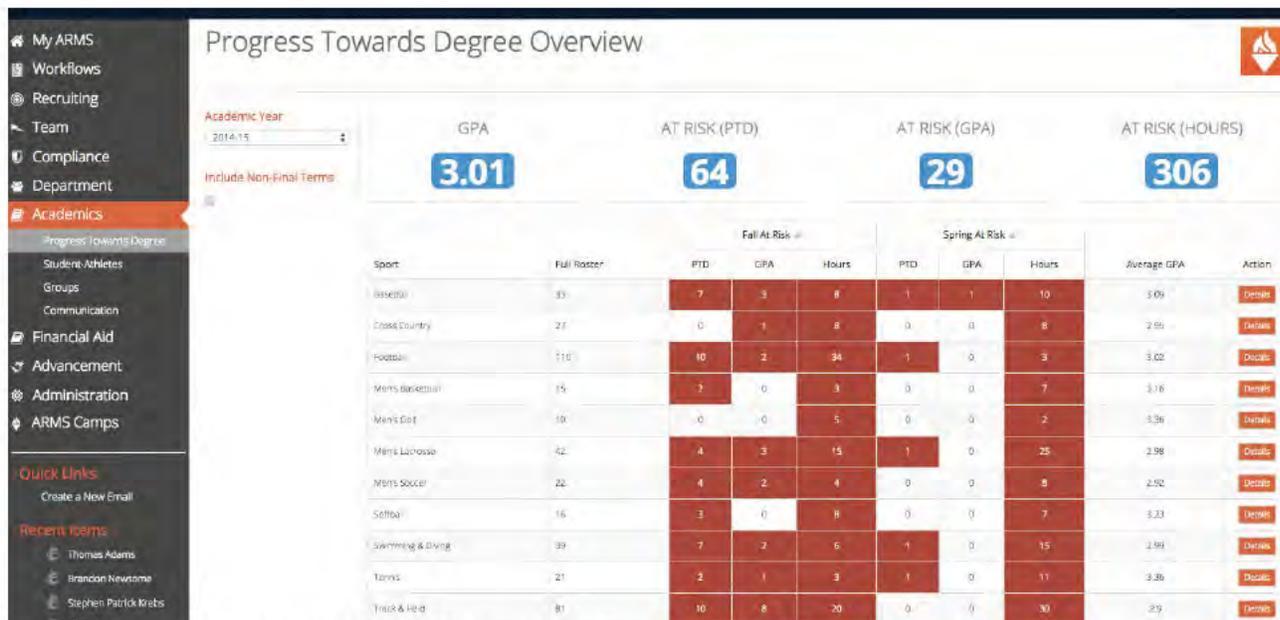
Figure 11.117 – Departmental Progress Towards Degree Overview

11.4.6.6   Roster View

- Breaks down the specific issues flagged in the system at the per student-level
- Shows specific PTD issue and graphs out the student-athlete's current percentage towards degree
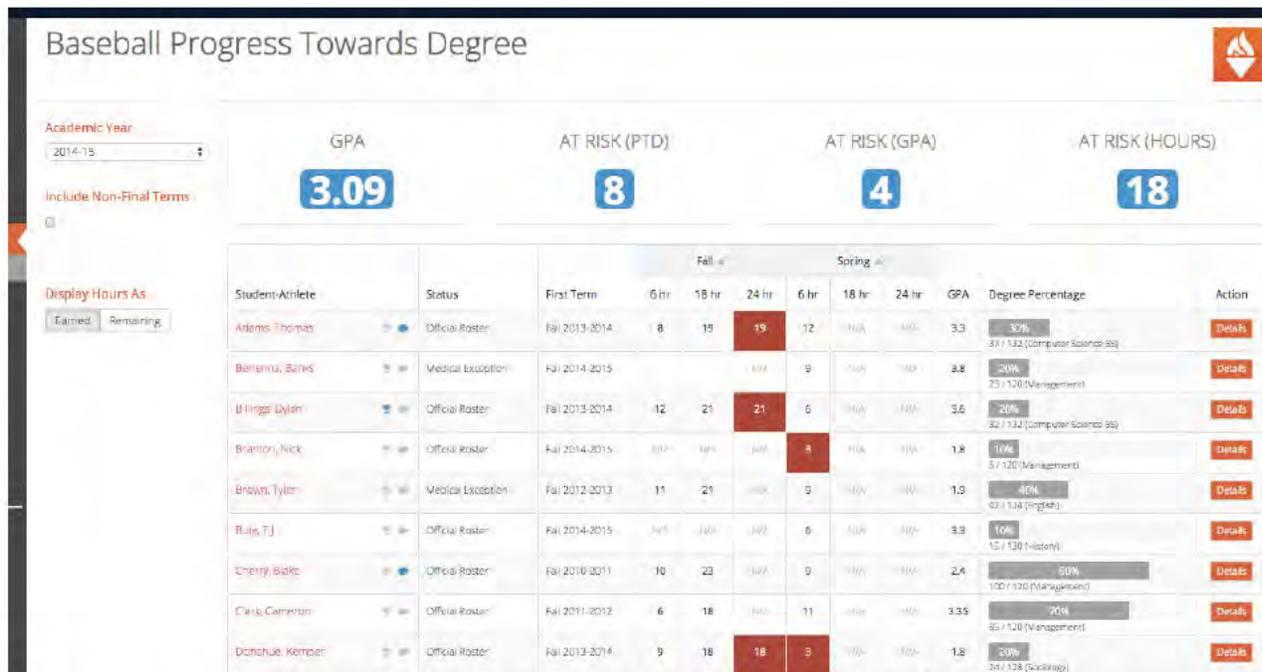
Figure 11.118 – Progress Towards Degree by Sport Roster View

11.4.6.7   Student-Athlete Detail View

- Shows specific course results for that student-athlete
- Shows number of hours enrolled both degree applicable and non-degree applicable

- **Allows administrators to add any Notes or Awards for that academic year**
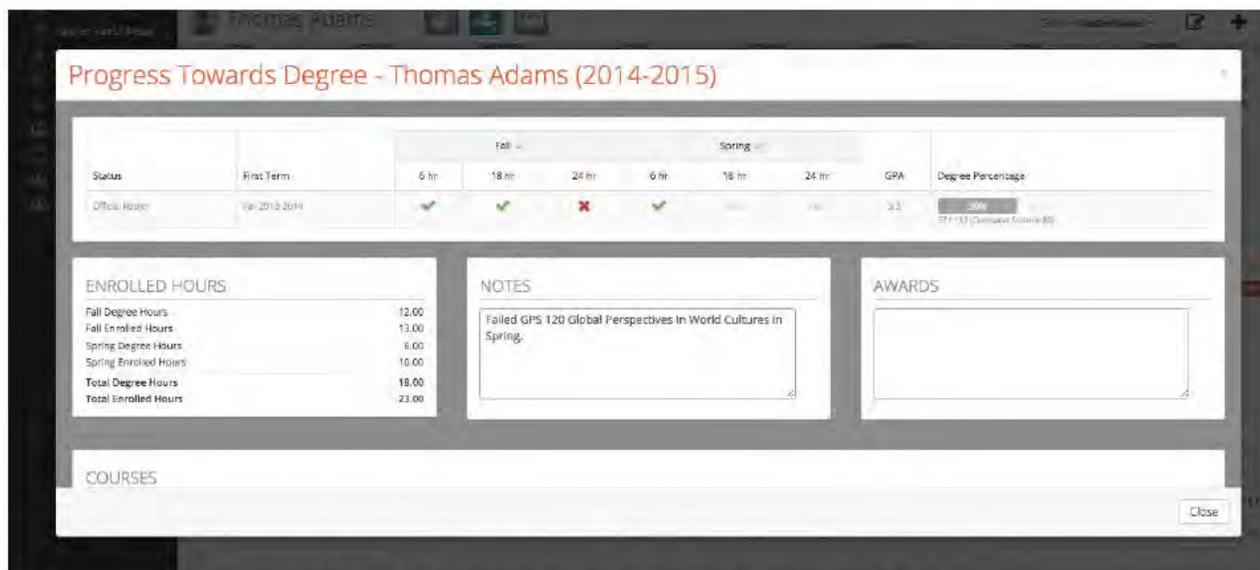
Figure 11.119 – Progress Towards Degree SA Detail View

11.4.6.8 Tracking Progress Towards Degree Benchmarks

ARMS will show the Student-Athlete's status for each progress towards degree benchmark broken down by academic year and semester. The system automatically reviews all course results and applies the Progress Towards Degree legislations from Bylaw 14 to flag any potential credit hour deficiencies for that student-athlete.
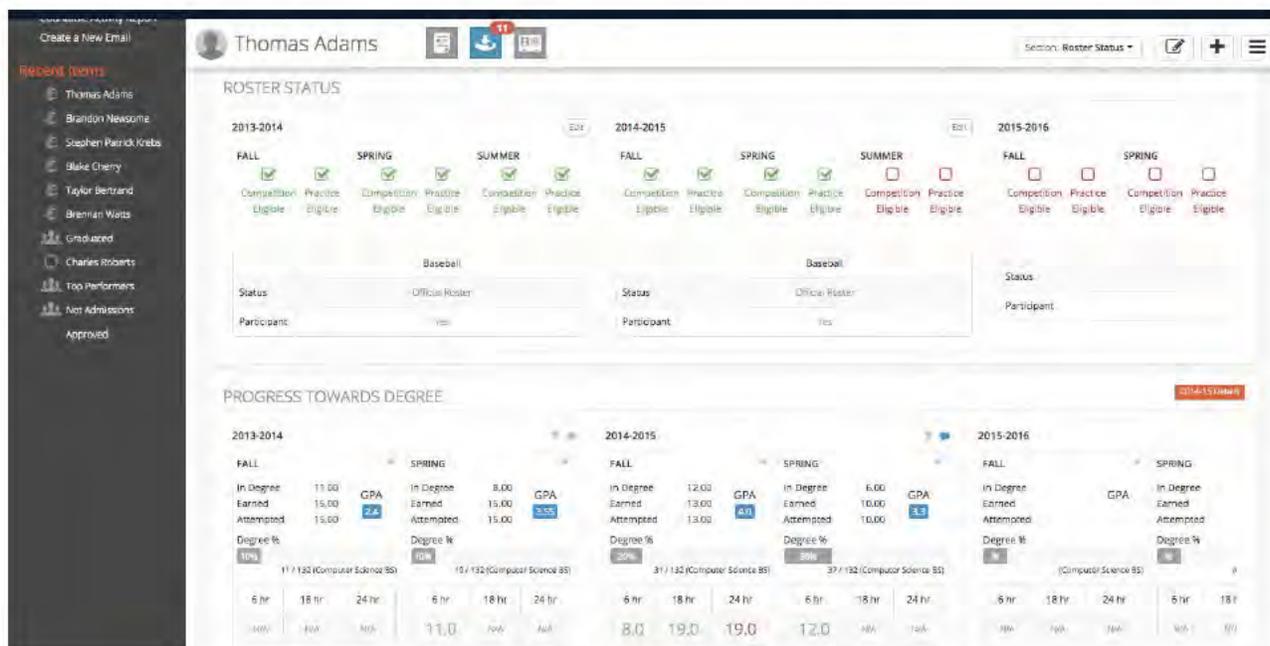
Figure 11.120 – SA Progress Towards Degree Benchmark View

The student-athlete's semester GPA and cumulative GPA are both calculated based on the imported course results to ensure that the student-athlete is meeting the minimum GPA requirements set by the NCAA to be eligible for competition. Additionally, the career view of the GPA allows administrators to view trends in a student-athlete's

academic performance and make plans to give the student-athlete the best chance at success during semesters where they may historically struggle.

Figure 11.121 – More Detailed Progress Towards Degree View

11.4.6.9   Tracking Transfer Student-Athlete Eligibility

ARMS allows administrators to import the credits a student-athlete is transferring in to their new institution and instantly apply the progress towards degree legislation to their previously earned credits. The percentage towards degree bar will show administrators where the student-athlete currently stands based on their initial term of enrollment. If they meet the NCAA's legislated benchmarks their progress bar will light up in green and if they are deficient the bar will show the completed credits in grey and a yellow block for the missing percentage allowing for quick review by administrators.

Figure 11.122 – Progress Towards Degree Transfer Student View

All transcripts from previous institutions, any transfer tracers, or any additional transfer documentation can be added directly into the student-athlete's profile through the documents tab allowing administrators to access pertinent eligibility information for transfer student-athlete's in one place simultaneously. With these documents stored in one cloud based location administrators in multiple departments and multiple locations on campus can all quickly and easily access the same information when reviewing a student-athlete's credentials.

11.4.6.10 Tracking Prospective Student-Athlete Initial Eligibility

ARMS allows coaches to upload all test score and high school transcript data directly into the prospective student-athletes recruit profile. Both coaches and administrators can easily access these documents for academic review. Additionally, ARMS connects a student-athlete's profile to the high school they attend and allows users to click directly into the eligibility center's list of core course from the high school's page to review the prospect's transcript against the approved course list. This high school page will also show the number of recruits attending that school that are stored within the coaches recruit list. Additionally ARMS allows both coach and administrative users to add staff to the high school so they can store guidance counselor and coach contact information, creating a quick and easy resource to turn to in the case where the institutions staff members need to reach out to the high school's administration.

Figure 11.123 – High School View with NCAA Course Profile Link

In order to track initial eligibility coaches can submit either a prospective student-athlete evaluation request or an official visit request through the workflow system in ARMS. As a component of the official visit request workflow, administrators can require that an academic evaluation be created for the prospective student-athlete before the approval of the official visit. ARMS integrates the workflow launched with the prospective student-athlete's profile, autocompleting the fields of the workflow with the information already including in the recruit profile. Additionally, coaches can choose to upload any documents attached to the prospective student-athlete's profile directly into the workflow to share transcripts and test scores with those administrators attached to the workflow responsible for the academic evaluations.

Figure 11.124 – Related Documents to Student Athlete – Transcripts and Other Important Docs

With the flexibility and customizations of the ARMS workflow system, administrators can set up their prospective student-athlete review process their way. In addition to tracking the 16 core courses, 10 core courses in the first three years, SAT/ACT scores and the NCAA qualifier and partial qualifier scales, institutions can also track specific admission requirements in the prospective student-athlete evaluation. Institutions can add TOEFL scores, SAT/ACT writing requirements, SAT II Subject Scores or any additional requirements into the prospective student-athlete evaluation workflow to capture all of the requisite information necessary to make a decision on if this student-athlete will be admissible to your institution and if they will be a qualifier once they step foot on campus upon enrollment.

Figure 11.125 – Initial Eligibility Workflow View

11.4.6.11 Integration with Institutional Information Systems

ARMS can integrate data into a flat file capable of automatic import capabilities with any other information system utilized by your Institution.

11.4.7   FINANCIAL AID

Due to the thorough nature of ARMS Financial Aid, each of the questions below will be answered with brevity and the details are provided directly below to provide a more thorough and complete response to demonstrate the ARMS Financial Aid capability. ARMS allows everyone involved in the financial aid tracking process a seamless set of sophisticated yet simple tools to help keep institutional control and accuracy and ARMS Workflow can be integrated into the process to truly automate the entire process like never possible before in college athletics. ARMS is truly bringing new possibilities that administrators have never seen.

11.4.7.1   ARMS Financial Aid Overview

ARMS Software provides Athletic Departments with the ability to store and track all financial aid data for each Student-Athlete throughout their entire career at their University. We have the ability to track each University's specific Grant In Aid totals, Cost of Attendance Totals and Fund Codes applied to Student-Athlete's Countable and Non-Countable Aid (both Institutional and Non-Institutional). Additionally, ARMS will calculate the total dollar value of all countable and non-countable aid, compare that to their specific Grant in Aid and Cost of Attendance Maximum and display the Student-Athlete's real time individual equivalency, ensuring that Student-Athlete's do not exceed any NCAA legislated maximums. ARMS also gives a real-time view of the team equivalencies for all of the University's sports allowing coaches and administrators to get a live view of where their teams stand against the NCAA Legislative Maximums or any Institutionally Budgeted Maximums.

11.4.7.2   Importing Student-Athlete Financial Aid

The ARMS Financial Aid Management system imports any flat file and maps directly into each individual Student-Athlete's profile. ARMS will import all of the fund codes for the University, all grand in aid and cost of attendance maximums for each student-athlete, all aid events for each student-athlete, and then aggregate each Student-

Athlete's aid events and compare this value to their GIA and COA values to ensure compliance with all Bylaw 15 legislation.

11.4.7.3 Upon Import the Following are Created Within ARMS and Automatically Calculated

- **Fund Codes**
- **Grant in Aid Codes**
- **Cost of Attendance Codes**
- **Student-Athlete Aid Awards**
- **Student-Athlete Individual Equivalency**
- **Team Equivalencies**
- **Compliance with the Bylaw 15 Legislation is Reviewed for all Imported Financial Aid Data**

The NCAA maximums for each individual student-athlete and the team are reviewed and any potential compliance issues are flagged for administrative review.

Figure 11.126 – SA Financial Aid View

11.4.7.4 Institutional Fund Code Set Up

Each individual University fund code can be imported into ARMS and is stored in one centralized location. These fund codes can be set up as both Institutional and Outside aid events as well as countable or non-countable aid events. Those aid events imported to a student-athlete's profile will be matched to a fund code and will be applied as either countable or non-countable aid based on the fund code designation to properly assess the student-athletes individual equivalency and ensure compliance with the NCAA legislative maximums for each individual student-athlete's grant in aid and cost of attendance figure.
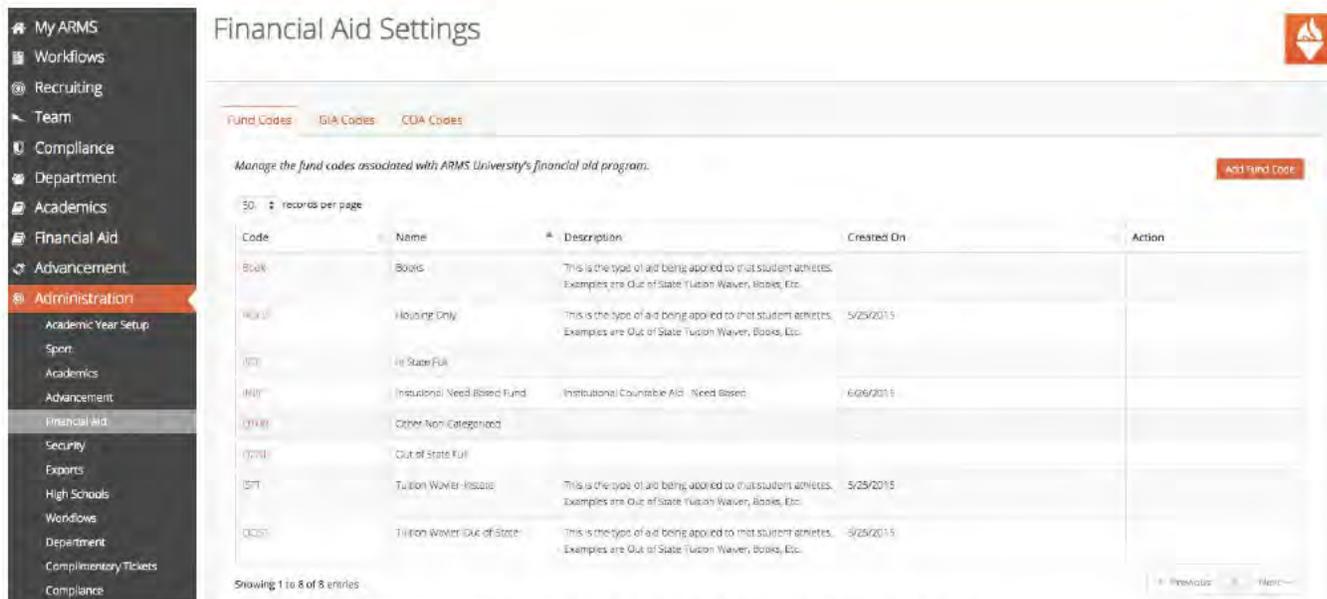
Figure 11.127 – Institutional Fund Code Administration Screen

11.4.7.5 Grant in Aid and Cost of Attendance Set up

ARMS will automatically generate all Grant in Aid and Cost of Attendance codes during the import of the Student-Athletes' financial aid data. These GIA and COA codes will be set up within the administration module and will map to the corresponding student-athlete through our data team's import.
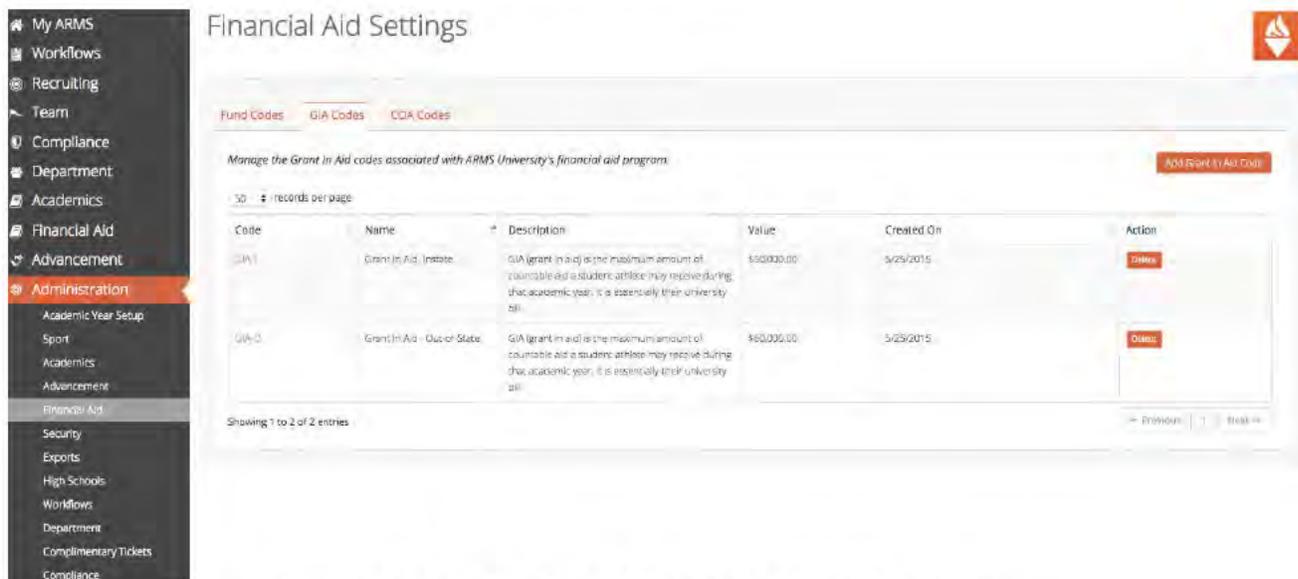
Figure 11.128 – GIA and Cost of Attendance Administration View

These codes are used as the denominator for calculating the individual student-athletes equivalencies and also ensuring their total aid award is below the institutions set cost of attendance figure for that student-athlete.

There is no limit to the amount of grant in aid and cost of attendance codes that can be stored within the system. ARMS software will import these values, map them directly into each individual student-athlete's profile and review the information against the NCAA legislation to ensure compliance with the individual maximums set forth in the grant in aid and cost of attendance figures.

11.4.7.6   Tracking Student-Athlete Equivalencies

Once imported into ARMS there are two places to view the student-athlete's financial aid information.

The first place to view the Student-Athlete financial aid information is through the departmental overview within the Financial Aid module.

Figure 11.129 – Team Equivalency View

This provides a read only view that can be open to all departmental employees that aggregates all financial aid data for a 10,000-foot view of the department, team and student-athletes. This allows for upper level administrators to quickly review the aid information for the department and identify any potential over award issues. The department overview shows the legislated maximums for each sport in line with their currently allotted scholarship numbers to ensure that each team stays within their mandated limits and allows for a department to set a budgeted maximum for those sports that do not award the full amount of scholarships set by the NCAA legislative maximum.

Any potential issues will be flagged in yellow to quickly grab the attention of administrators reviewing the financial aid data.

Figure 11.130 – Equivalency Warning View

11.4.7.7   Departmental Overview

- Provides a read only environment
- Lists aggregated scholarship dollars for both the team and the student-athlete
- Shows current team overall counters, team and student-athlete equivalencies and a budgeted max when applicable.

The second viewing option is stored within the Financial Aid section of the student-athlete profile. This view will show all financial aid data for the full enrollment period of the student-athlete giving users a "career view" of the student-athlete's financial aid awards. Each academic year has it's own unique card within this view to show the aggregate of all aid awarded to that student-athlete during the year, both institutional and outside as well as that

student-athlete's grant in aid and cost of attendance for the year. ARMS also allows you to add aid for future academic years to reflect the terms of any multi-year financial aid agreement between the institution and the student-athlete.
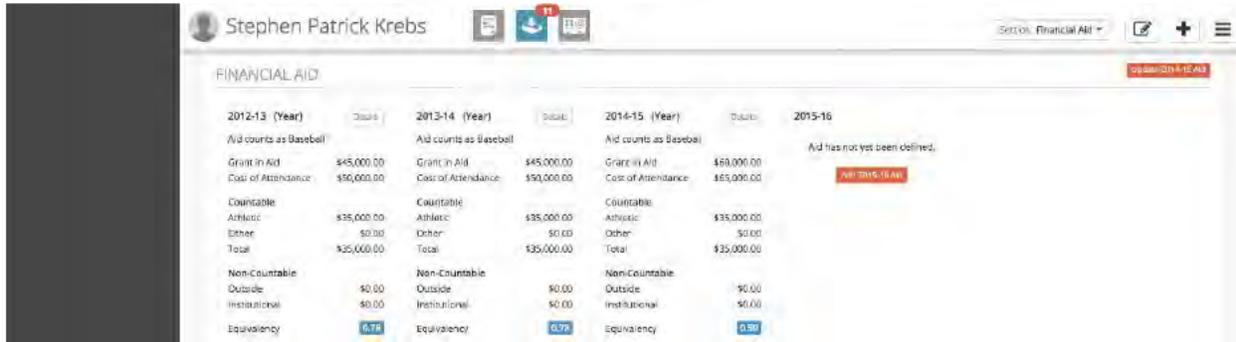
Figure 11.131 – SA Profile Financial Aid View

The details of the aid awarded to each student-athlete is also visible from this section of the profile and allows users to view the individual fund codes and dollar values for each fund code awarded to the student-athlete. Users with editing rights can also mark the student-athlete as recruiting or non-recruited and if the award aided meet any legislative exceptions that could affect the student-athlete's counter status. Additional aid can be added to the student-athlete's profile through the details view and their equivalency will be re-calculated automatically.
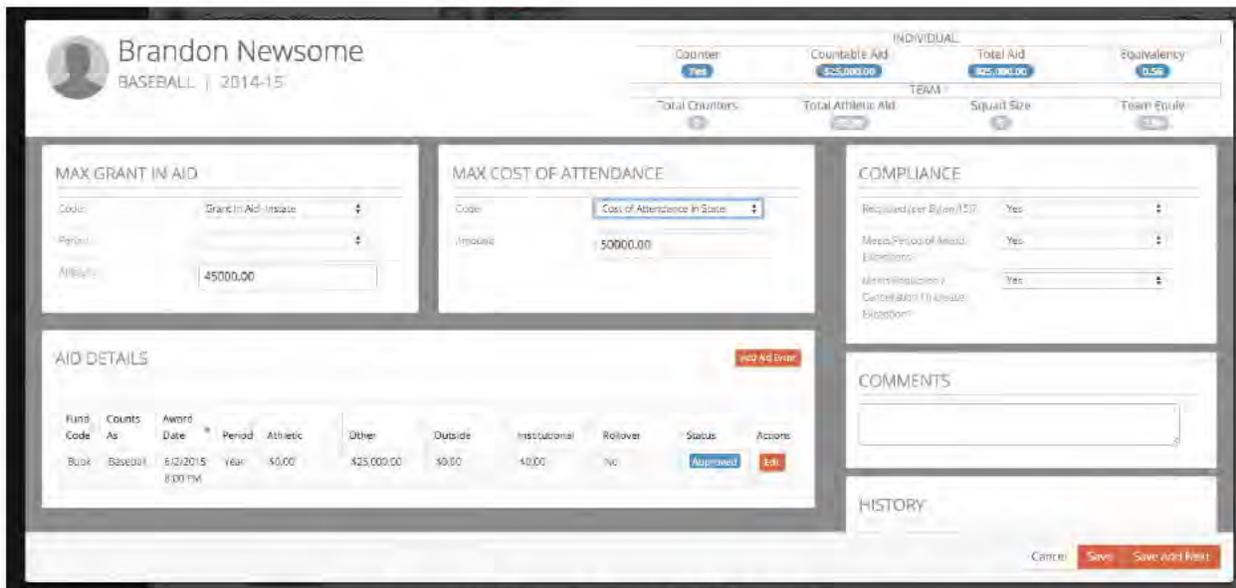
Figure 11.132 – SA Financial Aid Detail View

11.4.7.8 Student-Athlete Profile

- Overall view of the "Career Aid" for the student-athlete
- Academic Years are broken out for auditability of previous years
- Student-Athlete Equivalency calculated and potential issues are flagged
- Detail view breaks down each individual award to the student-athlete

11.4.7.9   Tracking Team Equivalencies

ARMS automatically calculates the total team equivalencies based on the financial aid awards attached to each student-athlete in the system. ARMS has integrated Figures 15-2 and 15-3 of the NCAA Manual to determine if a student-athlete should be deemed a counter, and if so, what sport their aid awarded should count towards the legislative maximum of. The system also reviews all aid awards to ensure that sport specific legislation within the financial aid bylaws, such as the .25 equivalency minimum for any Baseball student-athlete awarded countable aid, to ensure compliance with this legislation.

Figure 11.133 – Department Financial Aid Overview

The department view allows for administrators to quickly view the aid awarded to each of their teams from both a total dollar and a total equivalency perspective. These aggregated numbers will also be reflected within the squad list that can be generated within the compliance module of ARMS. Coaches and administrators have equal access to review this information so that every member of the staff can know exactly how many scholarships the sport has remaining for the current year.

Figure 11.134 – Squad List Overview

11.4.7.10 Integration with Institutional Information Systems

ARMS can export all financial aid data into a flat file capable of import with any other information system utilized by your Institution.

11.5 ARMS Complimentary Tickets

11.5.1 Overview

ARMS Software provides Athletic Departments with holistic management of their Student-Athlete, Recruit, and Staff complimentary ticket requests. Administrators can customize as any questions that need to be asked about the guest who will be using the complimentary tickets as well as the approval process for these ticket requests. All requests flow into one easy to manage Complimentary Ticket screen in ARMS where administrators can export or print the approved complimentary ticket list for each competition.

11.5.2 Event Management

All competitions placed on the individual sports Playing Season calendar are automatically integrated into the Complimentary Ticket interface in ARMS Software. The events can either be added manually by the coaches for their CARA Submission or can be imported into the Playing Season calendar by the ARMS Operation Team.

Note: There is no double entry required to create the event for the purposes of Complimentary Tickets.

ARMS allows institutions to set their ticketed sports to ensure that only the relevant populate inside the Complimentary Ticket page. This provides administrators with a clean interface to quickly drill down to their upcoming competitions and review/approve guests or pull their approved guests into sign in sheets.

Once the events are on the calendar and automatically populated into the Complimentary Ticket page, administrators have the ability to manage the ticket allocations per SA (defaulted to the NCAA Max of 4 Tickets) as well as date and time that the ticket request window will be open and closed for requests. These windows can be set in bulk (i.e. 4 hours before the start of the competition) or set at the individual event level.
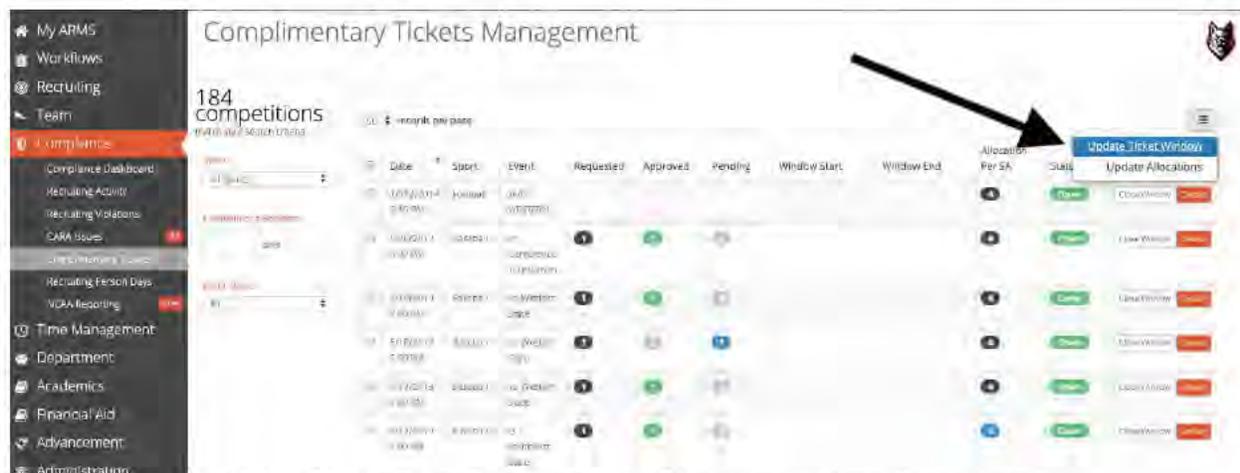
Figure 11.135 – Complimentary Tickets Management Competition Screen

11.5.3   Student-Athlete Requests

Student-Athletes can request their complimentary tickets from their My ARMS Dashboard for all upcoming competitions where administrators have set the ticket window as "Open." When the Student-Athlete requests the complimentary ticket, they are able to monitor the approval status (i.e. Pending, Approved, Rejected) from this same dashboard and will get an automated notification once that request is finalized by the institutional administrator.

In addition to requesting complimentary tickets for their own guests, if a student-athlete is not going to use their full allocation of tickets for any given event, they are permitted to transfer their remaining tickets directly to a teammate. This eliminates the need for Student-Athlete's to request tickets on behalf of one of their teammates.
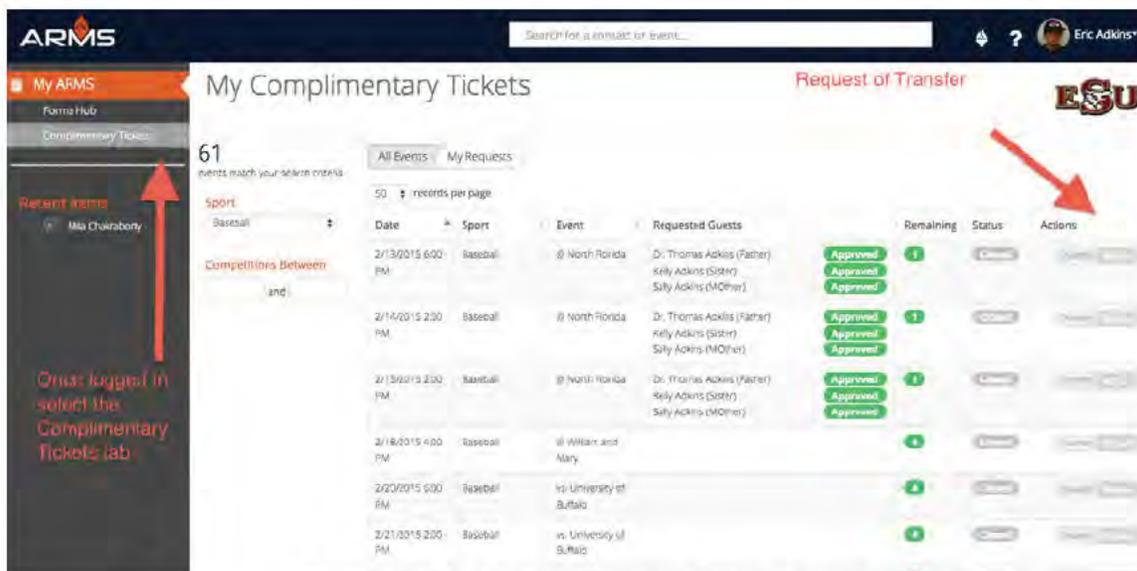
Figure 11.136 – My Complimentary Tickets Screen

For each new guest that a Student-Athlete requests, the default questions will populate for them to complete the required information about their guest needed for the administrators to approve the ticket.
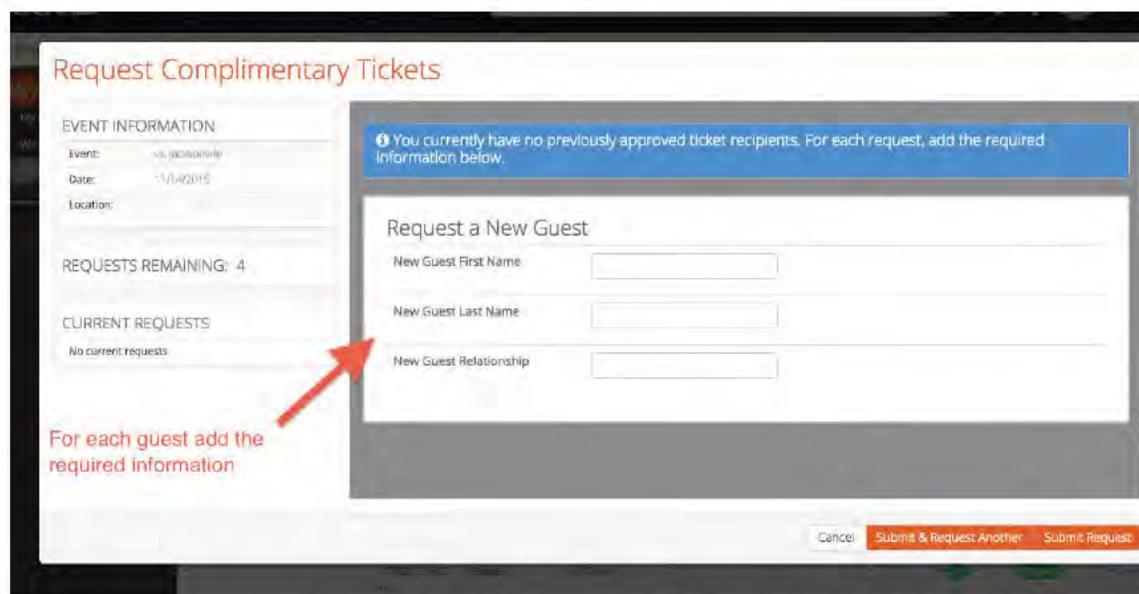
Figure 11.137 – Complimentary Tickets Request Screen

Student-Athletes will receive email notifications when a Ticket Request is either Approved or Rejected by the institution's administrators, or a Ticket Transfer has occurred where they are the recipient or sender of the allotted ticket.

11.5.4   Recruit and Staff Member Requests

ARMS allows institutions to customize workflows to process their complimentary ticket requests for recruits or athletic department staff members. These workflows pull all future competitions for the institutions ticketed sports directly into a picklist within the workflow allowing coaches to pick from a simple list of upcoming events. The institution may also create any required questions concerning the recruits, their guests, or the staff members' guests, and may customize the approval chain for the ticket request. This workflow process can also restrict the amount of tickets that can be requested based on any institutional or NCAA policies (i.e. A recruit on an Unofficial Visit can only request 2 tickets, or a Staff Member is capped at 5 requests per event).

Once the workflow is processed and approved the requests are automatically mapped into the Complimentary Ticket Management page associated with the requested event. The approved list will denote whether the guest is a recruit, a guest of a recruit, or a guest of an institutional staff member. These approved admissions will be in line with the Student-Athlete requests in one easy to manage list for each event.

11.5.5   Exporting or Printing Approved Guests

ARMS provided administrators with two ways to export the list of approved guests. The first is the "Print Sign-In Sheet" button, which will generate a .pdf with the guest's full name and the requestor of the ticket as well as a column for the guest to sign in once they arrived. When selecting the "Print Sign-In Sheet" option the administrator can select whether they want to print All Guests, or a specific subset of the approved guest (i.e. Student-Athlete Guest, Recruit request, or Staff requests).

Figure 11.138 – Ticket Request Summary Screen

The second option is to export out the request into an excel sheet via the "Export Approved Guest List" button. This will provide an excel sheet with the guests and requestor's names broken out into individual sortable columns so that administrators have more flexibility in sorting the guest list or reviewing more detailed information on the guests.

11.5.6   Integration with Institutional Information Systems

ARMS can import any competitions for any institution via spreadsheet. Administrators can either forward the information from their Sports Information Director or they may send ARMS the information directly from the athletic website for import into the respective sports' Playing Season calendar. Once these competitions are imported into the respective calendars they are automatically mapped into the Complimentary Tickets page as well as any ticket request workflows built for the institution.

11.6   ARMS Technology and Approach is Simply Better

ARMS Software's major product, called ARMS, offers a holistic management solution to automate most facets of the athletic department including recruiting, compliance, team management, constituent management,

communication, student-athlete management, and automated workflow management to name a few. ARMS has both a web version and native mobile applications that are offered within a single annual subscription. ARMS is totally distinct in the marketplace in many areas, a few of which will be mentioned below, and has thus been sole sourced within many athletic departments across the country.

There have been software companies within the athletics industry for several years that provide functionality around emailing recruits, providing a limited amount of compliance activities, and other varying levels of simple database management. With the advent of ARMS, athletic departments finally have the opportunity to have nearly complete automation of the entire athletic department through a single solution for coaches and administrators. A few of the distinct areas of functionality include, but are not limited to:

- The only 100% automated, customizable Workflow / Business Process Management software in the industry.
- The only end-to-end pre-configurable workflow approval system in the industry.
- The only 100% customizable Team Management toolset in the industry.
- The only 100% customizable Evaluation Toolset for Coaches available on both Web and Mobile versions.
- The only "offline" mobile platform in the industry.
- The only recruiting Video Big Board repository for viewing and evaluation of recruiting videos in the industry.
- The most comprehensive Compliance Toolset in the industry.
- The only consolidated, internal, secure Social Networking Communications capability for each program and the department.
- The only platform that allows for Consolidated Activity logs for recruiting, compliance, team management, and constituent management in the industry.
- By far, the highest usage rates in the industry.
- The best customer support team in the industry.

Many companies that are probably responding to this RFP will state that they do some of these things, but simply take a demo of the ARMS product and the difference is obvious. Arkansas should also speak to the ARMS clients listed within the references section and the difference will be obvious as well.

ARMS is, by far, the best, most thorough, software product that the athletics industry has ever seen. ARMS is the only TRUE Enterprise Software product in the industry. It is obvious by simply taking a demo of the systems and seeing how they work. The reason is that ARMS has this experience from its greater than 20 years of experience at building Enterprise software for the Fortune 500 including GEICO, Apple, Nike, Cars.com, Capital One, along with hundreds of others. ARMS has been continually improving this product in the Athletics Industry over the past 3 years and has achieved what no other company in the industry has been able to do even though they have all been in the market for longer. ARMS not only has the most complete product in the industry today, but has and is continually advancing the product at a pace that no other company in the industry can achieve. ARMS develops faster and stronger systems than any other company.

ARMS is finally the company that is going to consolidate the software industry within the athletics administration space and thus will allow the industry to move forward to change the way that administrators and coaches can manage their day-to-day business. A very simple way to look at what is happening in this space right now is to compare the software in athletics to the social networking space just 5-6 years ago. At that time, MySpace was the leading social networking site in the industry. Then Facebook came about and they took over the industry very quickly. Now MySpace is just a blip in history. This is happening right now with ARMS taking over this industry in the same fashion.

11.7   ARMS Camps – Total Camps

ARMS Software is most commonly known for its centralized software solution for college athletic departments, offering features for Coaches, Compliance Officers, and Administrators alike. Total Camps is a product offered by ARMS Software that enables coaches and universities to operate their camp businesses, encompassing everything

from online registrations, to email marketing and business level reporting. ARMS is the only provider in the industry that offers a complete recruiting solution and camps tool that fully integrate.

11.7.1   Camp Web Site

Customize your own personal camp web site:

- Use your own custom domain name.
- Manage and update your content through our administrative tools on your own.
- Customizable widgets for videos, social media feeds, coach bios, FAQs, and many more.

11.7.2   Self-Service Management

With Total Camps you don't have to call us add an upcoming camp. You can do it all yourself from our administrative tools at your convenience:

- Control camp limits and dates.
- Configure payment options.
- View payments and registrants in real-time.
- Add custom registration fields of your choosing.

11.7.3   Powerful Email Marketing

Total Camps has the most powerful email marketing tools in the industry.

- Use custom email templates to showcase your camp.
- Send tens of thousands of emails with a single click.
- Track opens and clicks to gauge interest.
- Target your recruits based on criteria like age or past camp attendance.

REGISTRATION - YOUTH SUMMER CAMP : OPTIONS

Step 1 - Select your Camp Options

Select Overnight Fee ($900.00)

Select Commuter Fee ($700.00)

Additional Options

Select Parents Dinner at Banquet ($50.00)

Select Video Evaluation ($50.00)

Total: $950.00

11.7.4   Online Registrations

We handle all of the credit card processing for your online registrations:

- Customizable Fees and Options during registration.
- Direct payment into your bank account.
- Flexible service charge options.

11.7.5   Integration with ARMS

Combining ARMS Recruiting and Total Camps gives you the most benefits.

- View your ARMS recruits within Total Camps
- Add campers to ARMS as recruits
- Integrated access between ARMS and Total Camps with a single login.
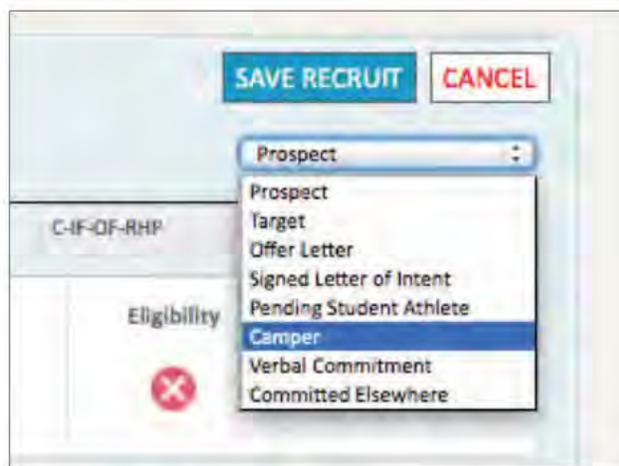
Request for Proposal

RFP# CMJ-1062

Athletics Recruitment Management System

October 16, 2019

REQUEST FOR PROPOSAL
RFP# CMJ-1062

Issue Date: **October 16, 2019**

Title: **Athletics Recruitment Management System**

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

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

Sealed Proposals Will Be Received Until <u>2:00 PM on November 14, 2019</u> for Furnishing The Services Described Herein.

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

All Inquiries For Information And Clarification Should Be Directed To: Colleen Johnson, Buyer Specialist, Procurement Services, johns9cm@jmu.edu; 540-568-3137; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.
In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

By: _____
        (Signature in Ink)

Name: _____
        (Please Print)

Date: _____   Title: _____

Web Address: _____   Phone: _____

Email: _____   Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:
☐ YES; ☐ NO; *IF YES* ⇒ ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY   ***IF MINORITY***   ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP # CMJ-1062

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B. SWaM Utilization Plan

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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 Athletics Recruitment Management System for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for nine (9) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 21,000 students and 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: http://www.jmu.edu.

Currently the athletics department at James Madison University is using FrontRush to monitor aspects of NCAA compliance for our 18 sports and roughly 500 student-athletes. Athletics has used the services of FrontRush for the past ten (10) years. The system is used primarily by the athletics compliance office, coaches, student-athletes, ticket office, and admissions. We have single-source sign-on (SSO) through our on MyMadison (PeopleSoft Interaction Hub 9.2). We use the software to monitor recruiting, playing and practice seasons, complimentary tickets, rosters, and for the completion of numerous NCAA and JMU forms. Athletics also uses NCAA's Compliance Assistant.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

James Madison University is seeking a web-based internet recruiting and compliance management system (further referred to as "system") that will be used by all 18 sports programs at the University. Contractor shall provide all related software, professional services, implementation services, training, and staff for their offered systems(s). 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, the compliance office, and other university constituents. It is expected that any proposed system will already be fully developed, tested, used in similar education units, offered publicly for sale and available immediately for installation. For this project, the University is not interested in a custom developed system.

Describe in detail the manner in which each item is addressed by the system. Proposed systems will integrate with the systems as listed in the background statement.

A. Application Functionality

1. Describe the system available from both the system administration and end user view.

2. Describe the system's ability to actively monitor NCAA rules as they pertain to recruiting, eligibility, awards & benefits, and playing and practice seasons.

   a. Describe the system's ability to log related activities.

   b. Describe the system's ability to flag or provide warnings related to regulations to users and system admins.

3. Describe the system's ability to have multiple users (sports medicine, coaches, academics) input information into a student-athletes profile.

4. Describe the system's workflow capabilities.

5. System communication:

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

   b. Describe the ability to send mass communications via text message or email to individuals or cohorts in the system.

   c. Describe the system's ability to provide notifications to users (i.e. compliance, coaches, trainers, etc.) such as form completion, updated information, etc.

6. Describe the system's recruitment record maintenance functionality, including but not limited to uploading information into a person's profile.

7. Describe forms included and any ability to create custom forms or customize existing forms.

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 size of report or query result set and any limitations on type of information that can be queried.

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 any complimentary ticket functionality in the system (i.e. coaches requesting complimentary tickets for prospects, current students requesting complimentary tickets for their guests, and public users [e.g. high school coaches] being able to request complimentary tickets for themselves). Describe any workflow for approvals of guests for current student-athletes complimentary ticket requests.

11. Describe Offeror's experience in providing the proposed resources to higher education institutions, namely institutions who are using PeopleSoft Campus Solutions and PeopleSoft Interaction Hub. Provide a list of higher education institutions, with contact information, and current platform where this system is currently running in a production environment.

12. Customer Support

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

    b. Specify emergency call response time.

    c. Provide Service Level Agreement for both test and production issues.

    d. Specify the priority levels and criteria used by Offeror to determine these priority levels for support. Provide response time metrics for all levels of support.

13. Describe your escalation procedure. Provide specific representative (include name, title, direct contact information, and length of time with the Offeror) for escalation in the event of unresolved support issues.

14. Describe your customer resource site/s (e.g. documentation, troubleshooting FAQ, product information, release notes, upgrade and patch information, customer community site/s, and product feature requests).

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

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

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

B. Technical

1. Describe the system's ability to import information from third party recruiting services.

2. 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).

3. 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.

4. Describe the ability to migrate nearly ten (10) years of data from the current database being used.

5. Describe how the University may configure the application. Examples include adding custom verbiage or pop-up messages. Describe the capabilities and tools that shall be provided to the University to brand the application and any associated communications sent from the application to a user.

6. Describe support for integration with JMU's existing systems listed in the background statement including pricing, availability of API's, toolkits for creating connectors,

available services, etc. Provide a full list of application connectors. Describe any other methods of integration supported.

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

8. Describe the project management and implementation services that shall be provided to the University from the Contractor. Include a sample implementation and project plan.

9. Describe your approach to User Acceptance Testing, outlining the roles of both the vendor and the University.

10. Describe your approach to security reviews during each phase of the software development life cycle.

11. Describe all responsibilities of both the contractor and the University in the isolation and diagnosis of system failures.

12. 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).

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

14. Provide the most recent roadmap of future enhancements for your application.

15. Describe the length of time Offeror has been actively engaged in providing the proposed resources to higher education institutions. Describe your track record of developing and implementing such systems.

16. 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.**

17. Describe the services that may be required in the normal course of operating the system that are not covered under the maintenance contract. **Provide any associated costs in Section X. Pricing Schedule.**

18. 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.

19. Describe Role-based Security architecture within the application. Include details about Role configuration and flexibility. Include an example Role Matrix if applicable.

20. 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.

21. Describe authentication options. Include information regarding the use of Shibboleth. Discuss authentication between components and between the product and external

services (example single sign-on). Discuss any limitations of using JMU's Authentication Services and/or Shibboleth.

22. Describe vendor membership to the InCommon Federation. If existing membership does not exist, explain future plans, if any, to become a member.

23. Describe your use of authentication credentials and associated attributes, group membership, roles, etc. to make authorization decisions. Include method(s) and granularity of authorization access to data and services.

24. Describe the application security features for data and for the system. Describe all row level security options as well as any field level encryption availability.

25. 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 **ten (10) 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 <u>*Attachment F*</u> 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. <u>EVALUATION CRITERIA</u>

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

1. Quality of products/services offered and suitability for intended purposes

2. Qualifications and experience of Offeror in providing the goods/services

3. Specific plans or methodology to be used to perform the services

4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses

5. Cost

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

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

VII. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing

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

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

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

2. Employer's Liability: $100,000

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

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

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

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

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

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

H.   OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the

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

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

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

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

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

J.   SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential 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.   <u>LATEST SOFTWARE VERSION</u>: Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.

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

U.   <u>SOURCE CODE</u>: In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.

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

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

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. Licensing, including tier price breaks by volume
B. Data Migration
C. Implementation Services
D. Customization and Configuration Cost
E. Ongoing Maintenance and Support
F. Integrations
G. Initial and Ongoing Training
H. Professional Services
I. 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. <u>QUALIFICATIONS OF OFFEROR:</u> Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.

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

   Years_____ Months_____

3. <u>REFERENCES:</u> 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

JMU

JAMES MADISON
UNIVERSITY®

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No._____

This contract entered into this_____day of_____20_____,by _____
hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the
"Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From_____ through _____

The contract documents shall consist of:

(1)   This signed form;

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

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

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

CONTRACTOR: PURCHASING AGENCY:

By:_____   By:_____
        (Signature)   (Signature)

_____   _____
        (Printed Name)   (Printed Name)

Title:_____   Title:_____

ATTACHMENT D

James Madison University

Information Technology Services Addendum

CONTRACTOR NAME: _____

PRODUCT/SOLUTION: _____

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

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

Attachment F: HECVAT

Educause Higher Education Cloud Vendor Assessment Tool (HECVAT) version 2.03 was provided, as a separate Excel file, to all potential respondents to RFP #CMJ-1062 via upload to eVA solicitation and by email to directly solicited vendors.