



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6016

This contract entered into this 30th day of June 2021, by Off Campus Partners, LLC hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From July 1, 2021 through June 30, 2024 with seven (7) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposal LBS-1096 dated January 27, 2021:
(a) The Statement of Needs;
(b) The General Terms and Conditions;
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(d) Addendum No. One, dated February 11, 2021;
(e) Addendum No. Two, dated February 19, 2021.
(3) The Contractor's Proposal dated February 19, 2021, and the following negotiated modifications to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated May 12, 2021;
(b) Off-Campus Housing Service and Licensing Agreement, dated July 1, 2021;
(c) JMU IT Services Addendum, dated June 30, 2021;
(d) The Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form, which shall govern in conflict.

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

CONTRACTOR:
By: Fred Saint (Signature)
Fred Saint (Printed Name)
Title: Chief Executive Officer

PURCHASING AGENCY:
By: (Signature)
LeAnne Beethy Smith (Printed Name)
Title: Buyer Senior, JMU



**RFP # LBS-1096 Off-Campus Housing Database/Listing Site
 Negotiation Summary for Off Campus Partners, LLC
 May 12, 2021**

1. Parties agree that this Negotiation Summary modifies RFP# LBS-1096 and the Contractor’s initial response to RFP# LBS-1096, and in the event of conflict this negotiation summary shall take precedence.
2. Contractor shall provide a University branded comprehensive off-campus housing website with Single Sign On (SSO) Shibboleth integration and related services at no cost to the Purchasing Agency. SSO integration will occur at a timeline mutually agreeable to both parties.
3. Revenue Sharing Models for Compensation to the Purchasing Agency: the Purchasing Agency may select one (1) of the following options and should execute an institutional licensing agreement with the Contractor in accordance with the terms of this contract:

A. Option 1- Revenue Share Plan

- i. Revenue Share Option based on the following tier structure:

Revenue Share Plan	
Cumulative Net Fees Collected	% Share to Purchasing Agency
Up to \$10,000	5%
Next \$10,000	15%
Next \$10,000	25%
Next \$10,000	35%
Amounts over \$40,000	45%
*Payments to the Purchasing Agency shall be made at a timeline mutually agreeable to both parties (e.g. annually, biannually).	

- ii. Revenue Fees- shall include the following:
 - a. Listing Fees: Payments collected by the Contractor from property listers to post available properties for lease or sublet.
 - b. Advertisement Fees: payments collected by the Contractor from advertising partners who list advertisements on the off-campus housing website (e.g. furniture rental companies, mattress sales, etc).
- iii. Membership Program Fees: Pass-through payments collected by the Contractor for items such as university housing fair registration or university housing guide advertisement, which shall be paid 100% to the Purchasing Agency and shall not be included in the revenue fee calculation.
- iv. Expenses (allowable for deduction from gross revenue fees prior to calculating the revenue split): credit card processing fees



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B. Option 2- Guaranteed Revenue Plan

i. JMU Guaranteed Revenue Plan

Year	Annual Revenue Share Payment
1- (due August 2021)	\$32,500*
2- (due August 2022)	\$33,475*
3- (due August 2023)	\$34,479*
Subsequent annual renewals- shall have the guaranteed revenue amount increase 3% over the previous year's payment.	
*guaranteed revenue amounts and timelines may vary for other entities using this contract cooperatively. The guaranteed revenue payments/timelines shall be negotiated and mutually agreed upon based on variables such as size of program, historical data, and surrounding market.	

ii. Membership Program Fees: Pass-through payments collected by the Contractor for items such as university housing fair registration or university housing guide advertisement, which shall be paid 100% to the Purchasing Agency.

4. Property Owner/Management Firm Listing Package Pricing:

Individual Owners (Less than 10 units)	
Package	Annual Price
Regular- (includes online text description, 25 images, a contact e-mail, map location, and amenity list)	\$75/listing
Premium- (includes all Regular subscription services with up to 50 images and listing(s) will appear above Regular Subscription listings in the default search results order.	\$100/listing



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Apartment Communities & Property Management Companies Subscription Package			
	DIAMOND	PLATINUM	GOLD
ONLINE			
JMU Off-Campus Life (OCL) Listing Service Website Feature	Property Listing(s) can include: <ul style="list-style-type: none"> • Up to 100 Photos • Unlimited Text Description • Searchable Property Amenities • Email/Phone/Text Links • Map (Calculated Distance to Campus) • Website & Virtual Tour/Video Links • Social Media Links • Site Statistics • <u>Tier 1</u> Placement in Search Results 	Property Listing(s) can include: <ul style="list-style-type: none"> • Up to 100 Photos • Unlimited Text Description • Searchable Property Amenities • Email/Phone/Text Links • Map (Calculated Distance to Campus) • Website & Virtual Tour/Video Links • Social Media Links • Site Statistics • <u>Tier 2</u> Placement in Search Results 	Property Listing(s) can include: <ul style="list-style-type: none"> • Up to 100 Photos • Unlimited Text Description • Searchable Property Amenities • Email/Phone/Text Links • Map (Calculated Distance to Campus) • Website & Virtual Tour/Video Links • Social Media Links • Site Statistics • <u>Tier 3</u> Placement in Search Results
IN PRINT			
Off-Campus Life Housing Guide	<ul style="list-style-type: none"> • One (1) line to include property name, phone, bedrooms, bathrooms, amenities up to 12 	<ul style="list-style-type: none"> • One (1) line to include property name, phone, bedrooms, bathrooms, amenities up to 12 	<ul style="list-style-type: none"> • One (1) line to include property name, phone, bedrooms, bathrooms, amenities up to 12
ON CAMPUS			
Housing Fairs	<ul style="list-style-type: none"> • One (1) Table at each of two (2) Fairs <ul style="list-style-type: none"> ○ Fall & Spring 	<ul style="list-style-type: none"> • One (1) Table at each of two (2) Fairs <ul style="list-style-type: none"> ○ Fall & Spring 	<ul style="list-style-type: none"> • One (1) Table at each of two (2) Fairs <ul style="list-style-type: none"> ○ Fall & Spring
Off-Campus Life Office	<ul style="list-style-type: none"> • Property Brochure 	<ul style="list-style-type: none"> • Property Brochure 	<ul style="list-style-type: none"> • Property Brochure
Total Bundled Package Cost:	\$5,200/year (up to 200 units)	\$3,700/year (up to 200 units)	\$2,000/year (up to 200 units)

5. Sublease Listing Fees: \$25/listing
6. There shall be no additional fees not identified herein.
7. Contractor's initial response to RFP # LBS-1096 dated January 27, 2021, shall be amended as follows:
 - A. Section IV.B.g. shall be supplemented with the following:

We currently support affiliate/excellence programs on the off-campus housing website. For example, we promote the Heel Print Housing Excellence Program at UNC Chapel Hill. The program logo is displayed within both the listing placard in the search results page and the listing detail page of participating properties, and an educational modal is displayed once the logo is



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clicked. In addition, you can also educate students and property managers about the program by highlighting the program in the announcements and resources section of the website.

B. Section IV.C.a. shall be supplemented with the following:

In addition to our plan to target every type of property manager in the market, we have developed specific marketing strategies, reporting, and collateral for these listers, which shall be used to generate and maintain listings on the JMU Off-Campus Housing website. This includes, but is not limited to, the following:

- **Presentation:** Custom presentation and pitch deck (*specific to the Harrisonburg market*) including the most current company-wide marketing campaigns to raise brand awareness, overall network performance, market trends, etc.
- **Videos:** Custom videos promoting advertising opportunities on our network of sites including the university's off-campus housing website.
- **Flyers:** Reports, like our "Student Housing Market Report", combines overall analytics from the JMU Off-Campus Housing Website with the local traffic received in the Harrisonburg market.
- **Direct mail:** Properties receive marketing campaigns via direct mail to relay updated market trends and advertising opportunities specific to their area.
- **Email campaigns:** Similar messaging and marketing campaigns are also shared via email (in addition to direct mail).
- **Search Engine Optimization (SEO) & Search Engine Marketing (SEM):** Our off-campus housing websites are built for SEO and SEM optimization, and we apply the same search engine optimization and marketing (SEO/SEM) expertise that has made the Apartments.com network #1 to the JMU Off-Campus Housing website. This approach includes organic, paid search, and display ad marketing to ensure students and property managers can easily find the website. For example, if you search "JMU off-campus housing" in Google, you'll find that JMU website appears at the top of the search results for both paid and organic search.
- **Market Insights Reporting:** A variety of reports are provided to prospective clients and include a range of information relative to the Harrisonburg market (*e.g. Rent Comparable Reports, New Construction Reports, etc.*). To communicate the benefits of listing on the JMU Off-Campus Housing website, we also supply overall site traffic reports (*e.g. site visits, page views, and leads received from listings*) to property managers.

C. Section IV.C.d. shall be supplemented with the following:

Our plan to increase the number of listings on the JMU off-campus housing website includes working within our team to continue reaching every type of property manager in the market on an ongoing basis. Our approach to serving each sector of the market is shared below:

- **Apartment Communities/Companies:** We will work with Amy Trexler, Regional Director, and Nichol Joyce-Kruger, the local Sales Associate for Harrisonburg, Virginia, to continue identifying and meeting with new property manager prospects regularly to discuss the value of the JMU off-campus housing program. To leverage the existing Apartments.com client base and maximize the quantity of quality leads to property managers, we also offer the off-campus housing service as part of a bundle with the Apartments.com network, creating a



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comprehensive and unified solution for property managers. This ensures that properties can participate in the program no matter their budget or desired exposure on our network of sites

- **Mid-Market Operators:** We will work with our dedicated team focused on reaching property operators with less than 50 units and continue to identify and meet with new property manager prospects regularly to discuss the value of the JMU program.
- **Individual Owners:** Over 650 individual owners are either currently listing or have listed on the JMU website in the past. We will continue to email these listers encouraging them to list and ensure they understand the benefits in doing so. Our Customer Support team will be available to support all our site users and property listers via phone and email if they need help setting up their account or listings. In addition, we are able to implement our new proprietary individual owner listing feed from Apartments.com, which would populate the site with additional individual owner listings (*if desired*). This feed would provide additional listings from individual owners who have signed up on Apartments.com and listers who work with third-party feed providers who distribute their listings across a network of sites, helping them find renters in the Harrisonburg community.

We are dedicated to continually maximizing the listing inventory on the JMU website, so students have a variety of housing options from which to choose. As a result, the website currently includes over 170+ apartments, houses, condos, townhomes and duplex listings for rent and we will continue our outreach efforts to ensure additional listings are added.

8. Contractor agrees that all exceptions taken within their initial response to RFP# LBS-1096 that are not specifically addressed within this negotiation summary are null and void.
9. Parties agree that the SOC1 and SOC2 reports (pages 85-250) of the Contractor's initial proposal will be marked as proprietary and confidential. Contractor rescinds all other statements of confidentiality within its proposal dated February 19, 2021.

OFF-CAMPUS HOUSING SERVICE AND LICENSING AGREEMENT

This Service and Licensing Agreement (this “Agreement”) is made as of the 1st day of July, 2021 by and between Off Campus Partners, LLC, a Delaware limited liability company maintaining an office at 946 Grady Avenue, 3rd Floor, Charlottesville, Virginia, 22903 and receiving mail at Post Office Box 5664, Charlottesville, Virginia, 22905 (“Off Campus Partners”), and James Madison University, a University with offices at 752 Ott Street, Harrisonburg, Virginia 22807, (the “University”) (each individually, a “Party” and both together, the “Parties”).

WHEREAS, Off Campus Partners has developed a proprietary technology solution that will embed within the University’s existing website a series of pages hosted by Off Campus Partners that provide the University’s students with a searchable database of off-campus properties (the “Technology”);

WHEREAS, University desires to license the Technology from Off Campus Partners for the period defined herein and to promote the resulting website as the University’s official off-campus housing website; and

WHEREAS, Off Campus Partners desires to grant to the University and, if applicable, to all other colleges and universities affiliated with the University subject to their addition under this Agreement or such other form as shall be mutually agreeable to the parties, a nonexclusive license to use the Technology,

NOW THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties hereto agree as follows:

1. Services Performed By Off Campus Partners. Off Campus Partners agrees to perform for University the services listed in Schedule 1 (the “Services”).
2. Compensation for Services & Division of Fees. Off Campus Partners will perform the initial installation and customization of the Technology free of charge to the University. Off Campus Partners shall collect, through credit card processing installed in the Technology or directly by check, the fees described in greater detail below and shall share a portion of such fees with the University, as described below.
 - a. Listing Fees: Off Campus Partners shall collect payments from property listers to post available properties for lease or sublet (the “Listing Fees”). Once each year, the University shall receive from Off Campus Partners a revenue share payment as outlined in Schedule 2. Off Campus Partners shall retain the remainder of the net Listing Fees.
 - b. Fees for Services Marketed by Off Campus Partners. Upon the mutual agreement of Off Campus Partners and University, Off Campus Partners shall perform certain marketing tasks on behalf of the University and, with prior University approval, promote certain services, events or products to users of the Technology (e.g., housing fair, housing guide ads) (the “Membership Fees”). Off Campus Partners will remit to University 100% of the net fees collected by Off Campus Partners through such activities as outlined in Schedule 2.
 - c. Other Fees: Off Campus Partners holds the sole right to collect and retain any and all other fees associated with the Technology.
3. Expenses. Except as otherwise discussed in this Section 3, Off Campus Partners shall be responsible for expenses incurred while performing the services listed in Schedule 1. For any on-site services requested by the University beyond those listed in Schedule 1, The University shall reimburse Off Campus Partners for actual, reasonable travel and out-of-pocket expenses. The University must pay any service fees associated with the Internet connectivity necessary to access and use the Technology and must provide all equipment necessary to make such connection to the Internet, including a computer and modem or other access device. The University shall be responsible for all expenses incurred in connection with marketing the website to students, except as otherwise discussed herein.

4. Taxes. The fees and fee-splitting arrangements, if any, described in this Agreement do not include or take into account taxes. If Off Campus Partners is required to pay sales, use, property, value-added, or other taxes based on the licenses or services granted in this Agreement or on University's use of services, then such taxes shall be billed to and paid by the University. This section shall not apply to taxes based on Off Campus Partners' income. In the event University is exempt from paying any such taxes under applicable law, then University shall provide Off Campus Partners proof of its tax-exempt status.
5. Licensing of Intellectual Property.
- a. *Nonexclusive License*. Off Campus Partners grants to the University a limited, nonexclusive, non-sublicensable, nontransferable license to use and to access electronically the Technology, only in accordance with this Agreement and in conjunction with the hosted service provided to the University and consisting of software license, single knowledge base, and user documentation, all of which are proprietary to Off Campus Partners (the "Hosted Service").
- b. *Limitations on Use*. The University may not relicense the Technology or outsource the Technology to third parties, nor may it use the Hosted Service or the Technology for any competitive purpose related to the Hosted Service. The University agrees not to cause or permit the modification, translation, reverse engineering, disassembly or decompilation of the Technology, or any other attempt at determining the source code for the operation of the Hosted Service, except to the extent required to obtain interoperability with other independently created software or as specified by law.
- The University is prohibited from creating derivative works based on the Hosted Service or any part of the Hosted Service, the Technology, or the Proprietary Information. For purposes of this Agreement, "reverse engineering" shall mean the examination or analysis of the Hosted Service or Technology to determine its source code, sequence, structure, organization, internal design, algorithms, or encryption devices. "Proprietary Information" shall mean all data, material, text, photographs, music, video, software, sound, graphics, other information or materials or portions thereof.
- c. *Title*. Off Campus Partners shall retain all title, copyright, and other proprietary rights in the Technology, as such may be modified or updated. The University does not acquire any rights, express or implied, in the Technology, other than those specified in this Agreement.
- d. *Verification*. Off Campus Partners may audit University's use of the Technology. Any such audit shall be conducted during regular business hours at University's facilities and shall not unreasonably interfere with University's business activities. If the University is using the Technology in an unauthorized manner, Off Campus Partners shall notify the university in writing. The University will have thirty days to remedy the situation. Failure to do so may result in breach of this agreement.
6. Term and Termination.
- a. *Term*. This Agreement will become effective when signed by both Parties and will continue until June 30, 2024 (the "Initial Term"). Thereafter, the Agreement may be renewed for up to seven (7) one (1) year terms (each a "Renewal Term") by mutual written agreement of the parties.

The School acknowledges that it is in the best interests of the School and its students for the term of this Agreement to run concurrently with those certain subscription agreements (the "Subscription Agreements") by and between Off Campus Partners and certain property managers (under which property managers receive the right to post available properties for lease or sublet) in order to ensure the support of the property managers and to maintain service to students.

- b. *Termination for Breach*. Either Party may terminate this Agreement upon thirty (30) days' advance written notice in the event of a material breach of this Agreement by the other Party. In the event that either Party materially breaches any of its obligations under this Agreement, the non-breaching Party shall send written notice to the breaching Party specifying the nature of such

breach. The breaching Party shall have thirty (30) business days from the receipt of such notice within which to cure such breach.

7. Rights Upon Termination. The termination of this Agreement shall not relieve either Party of its obligations to pay to the other any sums accrued hereunder (fee-sharing or expense reimbursement, for example). Unless otherwise specified in writing, upon any termination of this Agreement, all licenses granted by either party under this Agreement shall terminate. Section 13 regarding Confidential Information, Section 15 Limitation of Liability and, with respect to the ownership of the Technology and the Data, Sections 5 and 9, shall survive the termination of this Agreement.

8. Database and Data Accuracy. Off Campus Partners shall create a searchable database (the “Database”) of off-campus properties as discussed in Schedule 1. The University acknowledges that it is the University’s responsibility:
 - a. to perform any data entry necessary to transfer any off-campus listings on any currently-existing housing website to the Database; or
 - b. to alert property listers on such currently-existing website of the University’s adoption of, and transition to, a new website and the need for such property listers to enter information about their properties on the new site.

The University recognizes that Off Campus Partners is not responsible for the accuracy of the information entered into the Database.

9. Ownership and Storage of Data. With the exception of educational content created by University employees (“University Educational Content”) to which the University lays claim prior to submission to Off Campus Partners, all data entered into the Database (“Data”), regardless of the identity of the individual posting or entering such Data and whether or not such Data is displayed on the off-campus housing website, is the property of Off Campus Partners. Off Campus Partners shall retain all title, copyright, and other proprietary rights in the Data. The University hereby grants to Off Campus Partners a non-exclusive, worldwide, perpetual right and license to access and use the University Educational Content in connection with its provision of the Service.

10. Integration into the University’s Website. The University agrees to identify and designate a member of the University’s existing technology team to assist Off Campus Partners in integrating the off-campus housing website into the existing University website with a jmu.edu URL using DNS-masking technology.

11. Promotion. The University agrees to promote the site created by Off Campus Partners as its official website for off-campus housing information as outlined in Schedule 3 to the exclusion of any competing websites, now-existing or to be developed in the future.

12. Conduct. The University agrees not to do, and to prohibit its Users from doing, the following:
 - a. Uploading, storing, posting, e-mailing, or otherwise transmitting, distributing, publishing, or disseminating any information that (or the transmission, distribution, publication, or dissemination of which):
 - is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, or libelous or promotes such activity;
 - infringes on any proprietary rights of any party or otherwise violates the legal rights (such as rights of privacy and publicity) of others;
 - violates any contractual or fiduciary relationships; or
 - contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any “copy-protect” devices, or any other harmful or disruptive program.

- b. Providing misleading information, creating a false identity or manipulating identifiers to mislead others or to disguise the origin of any information stored in the Technology or transmitted through the Hosted Service, impersonating any person or entity, or otherwise misrepresenting any affiliation with a person or entity.
- c. Attempting to gain unauthorized access to other colleges' or universities' data located on the Hosted Service or to other such entities account information or other computer systems, servers, or networks connected to the Hosted Services or any portion thereof;
- d. Violating (intentionally or unintentionally) any applicable local, state, national, or international law or regulation; or
- e. Using Off Campus Partners or Technology's name, the Hosted Service, or any portion of either to promote any business, product or service through the sending of unsolicited e-mail; sending the same or substantially similar unsolicited e-mail message to a large number of recipients ("spamming"); harassing others by sending more than ten (10) similar messages to the same e-mail address; or using the mail server associated with the Technology to generate any of the foregoing.

Off Campus Partners may determine in its sole discretion whether any message sent or data entered violates this Agreement and reserves the right to remove the offending message or data immediately and without the notice and time periods required under the "Termination" section of this Agreement.

13. Confidentiality. By virtue of this Agreement, the Parties may have access to information that is confidential one to another ("Confidential Information"). Confidential Information is limited to the Technology source code, and all information clearly identified in writing as confidential and in accordance with Virginia's Freedom of Information Act. Confidential information does not include information that:
- a. Is or becomes part of the public domain through no act or omission of the other party;
 - b. Was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party;
 - c. Is lawfully disclosed to the other party by a third party without restriction on disclosure;
 - d. Is independently developed by the other party; or
 - e. Is submitted to the off-campus housing website by University's students or by area property listers.

During the term of this Agreement and for two (2) years afterward, the Parties agree to hold each other's Confidential Information in confidence. The Parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party (except to such Party's agents or independent contractors) for any purpose other than the implementation of this Agreement. Each Party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees, agents or independent contractors in violation of the terms of this Agreement.

14. Warranties.

ALTHOUGH OFF CAMPUS PARTNERS MAKES EFFORTS TO PROVIDE AN ACCURATE PRODUCT, THE TECHNOLOGY, DATABASE AND THE SERVICES ARE PROVIDED 'AS IS', 'WITH ALL FAULTS', AND 'AS AVAILABLE'. OFF CAMPUS PARTNERS MAKES NO WARRANTIES. OFF CAMPUS PARTNERS DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (1) MERCHANTABILITY, FITNESS FOR ORDINARY PURPOSES AND FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NO ENCUMBRANCES OR LIENS, (2) THE QUALITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE TECHNOLOGY, DATABASE AND SERVICES, (3) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, (4) THE TECHNOLOGY CONFORMING TO ANY FUNCTION, DEMONSTRATION OR PROMISE BY

OFF CAMPUS PARTNERS, AND (5) THAT ACCESS TO OR USE OF THE TECHNOLOGY, DATABASE AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

15. Limitation of Liability and Disclaimer.

(a) UNIVERSITY ACKNOWLEDGES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, OFF CAMPUS PARTNERS AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND THIRD PARTY SUPPLIERS (COLLECTIVELY, THE "OFF CAMPUS PARTIES") WILL NOT BE HELD LIABLE FOR ANY LOSS, COST OR DAMAGE SUFFERED OR INCURRED BY UNIVERSITY OR ANY THIRD PARTY INCLUDING WITHOUT LIMITATION THOSE ARISING OUT OF OR RELATED TO ANY FAULTS, INTERRUPTIONS OR DELAYS IN THE TECHNOLOGY, DATABASE OR SERVICES, OUT OF ANY INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION CONTAINED IN THE TECHNOLOGY, DATABASE OR SERVICES, REGARDLESS OF HOW SUCH FAULTS, INTERRUPTIONS, DELAYS, INACCURACIES, ERRORS OR OMISSIONS ARISE, OR FOR ANY UNAUTHORIZED USE OF THE TECHNOLOGY, DATABASE OR SERVICES. (b) THE OFF CAMPUS PARTIES' AGGREGATE, CUMULATIVE LIABILITY RELATING TO THIS AGREEMENT AND USE OF THE TECHNOLOGY, DATABASE AND SERVICES SHALL BE LIMITED TO THE UNIVERSITY'S ACTUAL, RECOVERABLE DIRECT DAMAGES, IF ANY, WHICH IN NO EVENT SHALL EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO OFF CAMPUS PARTNERS UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH CLAIM AROSE. RECOVERY OF THIS AMOUNT SHALL BE THE UNIVERSITY'S SOLE AND EXCLUSIVE REMEDY. (c) UNDER NO CIRCUMSTANCES WILL ANY OF THE OFF CAMPUS PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, ARISING OUT OF, BASED ON, RESULTING FROM OR IN CONNECTION WITH THIS AGREEMENT OR ANY USE OF THE SERVICES, EVEN IF OFF CAMPUS PARTNERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF DAMAGES IN THIS SECTION 15 (c) IS INDEPENDENT OF THE UNIVERSITY'S EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY FAILS. (d) NO ACTION ARISING OUT OF OR PERTAINING TO THIS AGREEMENT MAY BE BROUGHT BY THE UNIVERSITY MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN. (e) THE PROVISIONS OF THIS SECTION APPLY WITHOUT REGARD TO THE CAUSE OR FORM OF ACTION, WHETHER THE DAMAGES ARE GROUNDED IN CONTRACT, TORT OR ANY OTHER CAUSE OF ACTION.

16. Force Majeure. Off Campus Partners shall not be liable for, and is excused from any failure to deliver or perform or for any delay in delivery or performance, if such delay or failure arises out of causes beyond its reasonable control and without its fault or negligence, including but not limited to strikes, lockout, fire, breakdowns, delays of suppliers, governmental action, statute, ordinance, regulation, rule or order, wars, embargoes, acts of terrorism, riots, insurrection, piracy, earthquake, flood, or other unusually severe weather, accidents, nuclear radiation, epidemics, shortages of power, or any act of God. Off Campus Partners shall not be liable for, and is excused from any failure to deliver or perform or for any delay in delivery or performance if such delay or failure is due to failure of the University to provide sufficient information, resources, cooperation or personnel to support the services. The period of performance shall be extended to such extent as may be appropriate after the cause of the delay or non-performance has been removed.

17. General Marketing.

a. University, by its signature to this Agreement, expressly approves Off Campus Partners' use of University's name (referenced as a customer) and its logo on Off Campus Partners' product

brochure/signage and University Reference Sheet.

b. University hereby approves the use of University's trademarks, logos, and trade names as set forth in Schedule 4 ("University Marks") and University's name on the customized off-campus housing website hosted for University pursuant to this Agreement, as well as in the University-approved materials Off Campus Partners distributes to prospective Users. The University Marks are and will remain exclusively the property of University. Off Campus Partners will neither directly nor indirectly obtain, or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to said University Marks, and Off Campus Partners hereby expressly waives any right which it may have to do so. Upon termination or expiration of the Agreement, Off Campus Partners will immediately discontinue the use of all University Marks.

c. The parties acknowledge and agree that CoStar Realty Information Inc. wholly owns Off Campus Partners and the Apartments.com network of sites. As part of the Services, Off Campus Partners may include on the University's customized off-campus housing website both Off Campus Partners and the Apartments.com network of sites branding.

d. All other references to University by Off Campus Partners must be approved in writing by University.

18. CRIMINAL BACKGROUND CHECK. 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.

19. Intentionally Deleted.

20. Severability. If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in full force and effect.

21. Waiver. The waiver by either of the Parties of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

22. Amendments. Any changes to this Agreement must be mutually agreed upon by Off Campus Partners and the University, put into writing, signed by the Parties, and thereby added to this Agreement.

23. Notices. All notices and other communications given in connection with this Agreement shall be in writing and shall be deemed given as follows:

- a. When delivered personally to the recipient's address as appearing in the introductory paragraph in this Agreement;
- b. Three (3) days after deposit in the United States mails, postage prepaid, to the recipient's address as appearing in the introductory paragraph to this Agreement; or
- c. When sent by fax or telex to the last fax or telex number of the recipient known to the party giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first-class or certified mail, or the recipient delivers a written confirmation of receipt.

d. When delivered to the following emails:
Off Campus Partners: ocp-partnerships@costar.com
James Madison University: procurementcontracts@jmu.edu

Any Party may change its address appearing in the introductory paragraph to this Agreement by giving notice of the change in accordance with this paragraph.

24. Governing Law/Jurisdiction. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of Virginia. Any legal action or proceeding related to this Agreement shall be instituted in a state or federal court in Rockingham County, Virginia. Off Campus Partners and the University agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

SCHEDULE 1

Services to Be Performed

Having developed the Technology and wishing to make it available to the University, Off Campus Partners will:

1. Host for University the official off-campus housing website and the associated data, tables, and login pages created for University's use as part of the proprietary licensed software marketed by Off Campus Partners. Ownership of this service/technology and data is as described in Section 5 of this license agreement.
2. Build within this application a searchable database for the listing of off-campus properties available to University's students, with search fields customized for University's neighborhoods and terminology.
3. Work with University's designated technology employee as specified in Section 10 of this license agreement to embed the Technology in the University's existing website, maintaining the "look and feel" of the University website when users link to the Hosted Service, including use of the University Mark/Logo.
4. Market for University the official off-campus housing website to prospective property listers through targeted advertising which may include, but is not limited to, local advertising, direct mail, phone calls, and face-to-face sales visits.
5. Collect Listing Fees as defined in Section 2 of this license agreement.
6. Ensure inclusion in the customized site of (a) roommate finder, (b) housing materials submitted by University for digital posting, such materials possibly to include University's off-campus housing handbook and a checklist for prospective tenants, and (c) property listing fields that accommodate photos or graphic images of listed properties and link to maps, and property manager e-mails.
7. Develop a user agreement that, among its provisions, (i) disclaims responsibility for, and highlights the absence of, any recommendation or guarantee with respect to any property listing or physical property, and (ii) requires user compliance with the Fair Housing Act.
8. Provide product support to University and users via a customer service e-mail account.
9. Install Technology upgrades to the Hosted Service as soon as generally available so that the University receives the benefit of all enhancements and improvements to the Technology. Off Campus Partners will notify the University by email of any material upgrades that affect functionality.
10. Provide a tool to University to generate quarterly reports on site statistics to include, at a minimum, the number of subscribers and property listings.
11. Off Campus Partners will implement the following items to support the Bundled Package program:
 - a. Allow only properties that meet University-defined criteria to purchase Bundled Packages
 - b. Take commercially reasonable steps to ensure Bundled Package subscribers' listing information is up-to-date.
12. In regards to property listings that are "under construction":
 - a. Off Campus Partners will be responsible for providing clear designation that these properties are "under construction" and for displaying the expected date of completion.
 - b. Off Campus Partners will be responsible for tracking property listings that are "under construction" and for following up with property owners/listers to ensure that listings are updated after construction is complete.
 - c. Off Campus Partner will remove any property listing or property lister at the request of the University.
13. Off Campus Partners will support a University-defined property listing approval queue, which may include the right for the University to approve listings prior to property appearing on the website.
14. JMU Account Only: Access to the Roommate Finder Tool will be given only to individuals who have an active JMU email account.
15. Support a Single Sign On via Shibboleth implementation for university users/admins.

Off Campus Partners reserves the right to make changes to this schedule, as needed, as long as there is no material degradation of the services.

SCHEDULE 2

Revenue Share Payment

Beginning on August 1, 2021 University shall, on August 1st of each year, receive an annual revenue share payment of \$32,500 from Off Campus Partners in connection with the listing fees Off Campus Partners collects. This payment will be remitted via ACH electronic payment. The University's revenue share payment will increase by three percent (3%) annually, if applicable, in each successive year.

The payment schedule is as follows:

Payment Schedule and Amounts		
Subscription Period	Payment Date	Listing Fee Payment
6/1/2021-5/31/2022	8/1/2021	\$32,500
6/1/2022-5/31/2023	8/1/2022	\$33,475
6/1/2023-5/31/2024	8/1/2023	\$34,479

In addition to and separately from the revenue share outlined above, beginning on August 1, 2022 and August 1st of each year thereafter, Off Campus Partners will also provide the University with a payment for membership fees as outlined in Section 2. Off Campus Partners will remit to University 100% of the net membership fees collected by Off Campus Partners through such activities.

SCHEDULE 3

University Responsibilities

Having adopted Technology as its official off-campus housing website, the University will:

1. Appoint a campus sponsor to serve as liaison with Off Campus Partners, coordinate University's site launch activities, and manage ongoing education about Service to the University community.
2. Announce the services by mail and/or e-mail to prospective property listers, students and other constituencies as appropriate.
3. Refer prospective property listers to the site to post properties.
4. Participate with Off Campus Partners in presentations to local apartment councils or associations as appropriate.
5. Assist with the development and distribution of materials to educate students, parents, and faculty/staff about site including distribution to student electronic and/or physical mailboxes and links to appropriate pages on the University website including: Housing and Residence Life, parents pages, Human Resources, Admissions (Graduate, Transfer, and Undergraduate if freshman on-campus residency is not required), Student Portal, Current Students page, International Students, Study Abroad, and other pages as deemed appropriate by the University sponsor.
6. Include website address on University publications related to student housing options.
7. Assist with other promotional items and events as needed to educate the University community about the availability of this service.
8. Jointly with Off Campus Partners, develop a user agreement that, among its provisions, (i) disclaims responsibility for, and highlights the absence of, any recommendation or guarantee with respect to any property listing or physical property, and (ii) requires user compliance with the Fair Housing Act.

SCHEDULE 4

University Marks

Please see <https://www.jmu.edu/identity/our-style/logo.shtml>

James Madison University
Information Technology Services Addendum

CONTRACTOR NAME: Off Campus Partners, LLC

PRODUCT/SOLUTION: Off-Campus Housing Online Database/Listings Site

Definitions:

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

1. **Rights and License in and to University Data:** The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use the data as provided in the Agreement solely for the purpose of performing its obligations hereunder. The Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property.
2. **Disclosure:** All goods, products, materials, documents, reports, writings, video images, photographs, or papers of any nature including software or computer images prepared or provided to the Contractor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
3. **Data Privacy:**
 - a. Contractor will use University Data only for the purpose of fulfilling its duties under the Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by law.
 - b. University Data will not be stored outside the United States without prior written consent from the University.
 - c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under the Agreement. The Contractor will ensure that the Contractor's employees, and subcontractors when applicable, who perform work under the Agreement have received appropriate instruction as to how to comply with the data protection provisions of the Agreement and have agreed to confidentiality obligations at least as restrictive as those contained in this Addendum.
 - i. If the Contractor will have access to the records protected by the Family Educational Rights and Privacy Act (FERPA), Contractor acknowledges that for the purposes of the Agreement it will be designated as a "school official" with "legitimate educational

interests” in such records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use such records only for the purpose of fulfilling its duties under the Agreement for University’s and its End Users’ benefit, and will not share such data with or disclose it to any third party except as required by law or authorized in writing by the University. Contractor acknowledges that its access to such records is limited to only those directly related to and necessary for the completion of Contractor’s duties under the Agreement.

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

4. Data Security:

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

5. Data Authenticity, Integrity and Availability:

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

6. Employee Background Checks and Qualifications:

- a. Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Agreement including but not limited to all terms relating to data and intellectual property protection.
- b. If the Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, the Contractor shall perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act: Social

Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

7. Security Breach:

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

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

- a. Except as otherwise expressly prohibited by law, Contractor will:
 - i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
 - ii. consult with the University regarding its response;
 - iii. cooperate with the University's requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - iv. Upon the University's request, provide the University with a copy of its response.
- b. Contractor will make itself and any employees, contractors, or agents assisting in the performance of its obligations under the Agreement, available to the University at no cost to the University based upon claimed violation of any laws relating to security and/or privacy of the data that arises out of the Agreement. This shall include any data preservation or eDiscovery required by the University.
- c. The University may request and obtain access to University Data and related logs at any time for any reason and at no extra cost.

9. Data Transfer Upon Termination or Expiration:

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

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

10. Audits:

- a. The University reserves the right in its sole discretion to perform audits of the Contractor to ensure compliance with the terms of the Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If Contractor must under the Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, Contractor will at its expense conduct or have conducted at least annually a(n):
 - i. American Institute of CPAs Service Organization Controls 2 (SOC 2) audit, or other independent security audit with audit objectives deemed sufficient by the University, which attests to Contractor's security policies, procedures, and controls. Contractor shall also submit such documentation for any third-party cloud hosting provider(s) they may use (e.g. AWS, Rackspace, Azure, etc.) and for all subservice providers or business partners relevant to the Agreement. Contractor shall also provide James Madison University with a designated point of contact for the SOC reports and risks related to the contract. This person shall address issues raised in the SOC reports of the Contractor and its relevant providers and partners, and respond to any follow up questions posed by the University in relation to technology systems, infrastructure, or information security concerns related to the contract.
 - ii. vulnerability scan of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement; and
 - iii. formal penetration test performed by qualified personnel of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement.
- c. Additionally, Contractor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Agreement. The University may require, at University expense, the Contractor to perform additional audits and tests, the results of which will be provided promptly to the University.

11. **Compliance:**

- a. Contractor will comply with all applicable laws and industry standards in performing services under the Agreement. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.
- b. To the extent applicable to the design and intended use of the service, Contractor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Contractor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.

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

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

JAMES MADISON UNIVERSITY

SIGNATURE:

[Handwritten Signature]

PRINTED NAME:

LeeAnne Beatty Smith

TITLE:

Buyer Senior

DATE:

4/30/21

CONTRACTOR

SIGNATURE:

fred saint

fred saint (May 17, 2021 12:42 EDT)

PRINTED NAME:

Fred Saint

TITLE:

Chief Executive Officer

DATE:

5/17/2021

**Modifications to
James Madison University
Information Technology Services Addendum**

A. Section 4.d. is hereby deleted and replaced with the following:

Without limiting the foregoing, Contractor warrants it will use industry standard best practices to encrypt all University Data that Contractor receives, transmits, or stores in performance of the Agreement.

B. Section 5.c. is hereby deleted and replaced with the following:

Contractor will maintain an uptime of 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.

C. Section 7.a. is hereby deleted and replaced with the following:

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

D. Section 9.b. is hereby deleted and replaced with the following:

Upon termination or expiration of the Agreement, and upon written request from the University, 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.

E. Section 10.a. is hereby deleted and replaced with the following:

The University reserves the right in its sole discretion to perform audits of the Contractor to ensure compliance with the terms of the Agreement. Audit requests shall be limited to no more than once per calendar year, upon 30 days advance notice to Contractor, and shall occur during normal business hours. All audit requests must be in connection to 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.



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

AGENCY NAME: James Madison University

CONTRACTOR NAME: Off Campus Partners, LLC

DATE: 2/16/2021

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 limited liability company 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 
 Title Buyer
 Printed Name LaPrade Beatty Smith

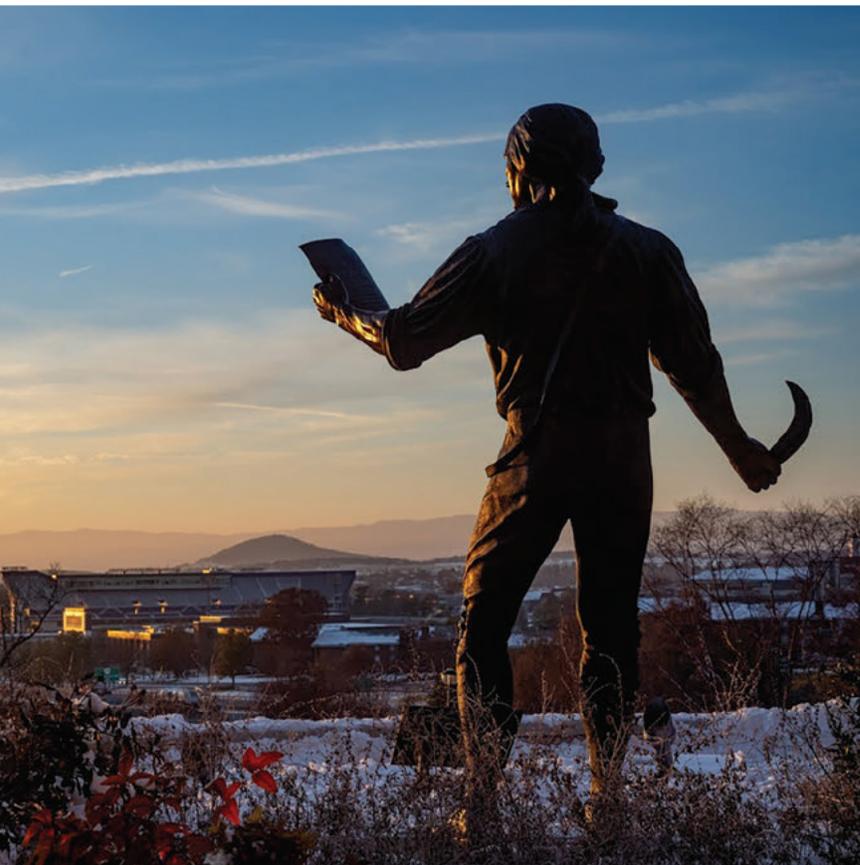
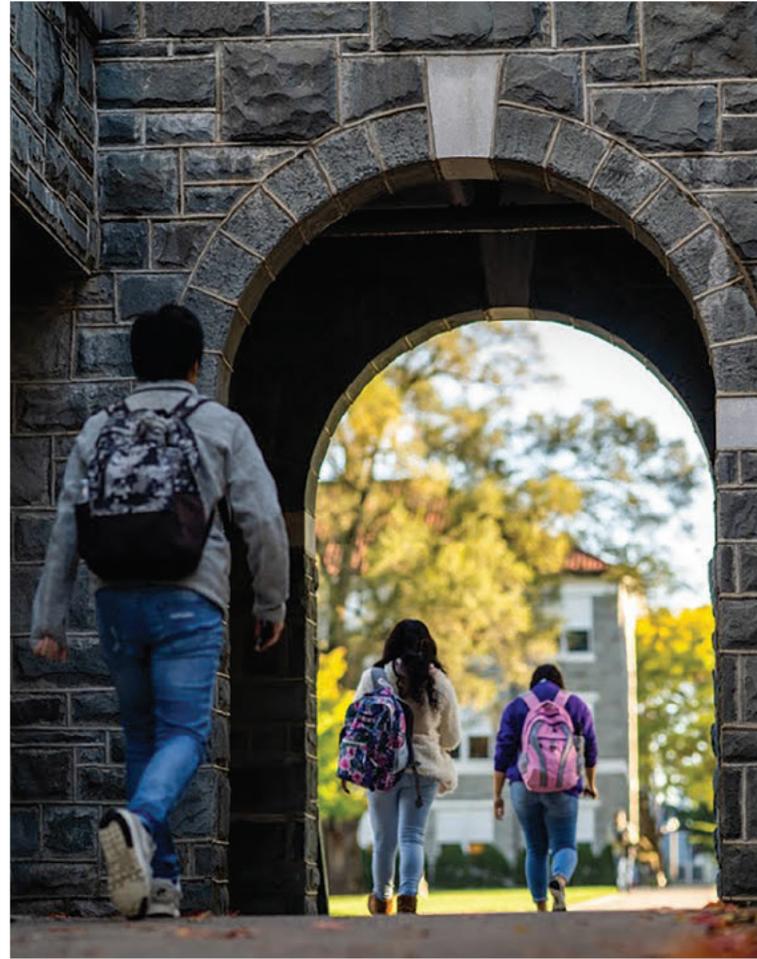
Fred Saint
 CONTRACTOR by Fred Saint (Feb 16, 2021 18:13 EST)
 Title Chief Executive Officer
 Printed Name Fred Saint

June, 2020



JAMES MADISON
UNIVERSITY®

Off-Campus Housing
Online Database/
Listings Site
RFP# LBS-1096



Presented to:

LeeAnne Beatty Smith

Buyer Senior, Procurement Services

smith2LB@jmu.edu

Phone: (540) 568-7523

Fax: (540) 568-7935

Date:

February 25, 2021

ORIGINAL



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1. RFP Cover Sheet/Addenda Acknowledgement

REQUEST FOR PROPOSAL

RFP# LBS-1096

Issue Date: January 27, 2021
Title: Off- Campus Housing Online Database/Listings Site
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 PM on February 25, 2021 for Furnishing The Services Described Herein.

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

All Inquiries For Information And Clarification Should Be Directed To: LeeAnne Beatty Smith, Buyer Senior, Procurement Services, smith2LB@jmu.edu; 540-568-7523; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:
Off Campus Partners, LLC
946 Grady Avenue, 3rd Floor
Charlottesville, VA 22903

By: *Fred Saint*
Fred Saint (Feb 19, 2021 11:42 EST)
(Signature in Ink)

Name: Fred Saint
(Please Print)

Date: 2/19/2021

Title: Chief Executive Officer

Web Address: www.offcampuspartners.com

Phone: 877-895-1234

Email: ocp-partnerships@costar.com

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:
 YES; NO; *IF YES* =>> SMALL; WOMAN; MINORITY *IF MINORITY*: AA; HA

2. Executive Summary

We are pleased to show that Off Campus Partners, a member of the Apartments.com network, is uniquely qualified to support and maintain an innovative off-campus housing website and related support services for James Madison University. Our off-campus housing software has provided the JMU community with a best-in-class off-campus housing solution since 2002. In the last five years alone, JMU students, faculty, and staff members have visited the site over 600,000 times to browse hundreds of listings. Our customized off-campus program has supported not only the search for off-campus housing via <https://offcampushousing.jmu.edu>, but also the promotional and sales efforts associated with successful housing fairs and print guides.

The scope of our proposed solution is to continue providing JMU with a comprehensive off-campus housing listing service, differentiated package options for property managers, personalized support from an experienced and qualified team, and a customized marketing plan at no cost to JMU nor to its students, faculty, and staff.

The distinct qualifications we bring to JMU, among others, include:



Unmatched University Partnership Experience

We have been in this business for 18 years and have launched the most university-branded off-campus housing solutions in the industry. We serve 2.7 million off-campus students at over 145 partner colleges and universities in North America.



Robust Resources to Meet Your Needs

As part of CoStar Group (NASDAQ: CSGP) and its Apartments.com network, we bring the financial resources, talent (4,200 employees, 226 field researchers, and 300 sales associates), and technology to meet your present and future needs. As a result, we offer a best-in-class off-campus housing solution to JMU at no-cost with a generous listing service revenue share and membership package collection model.



Personalized Support

We work together with you at every step of the way to ensure the needs of students, faculty, and staff are put first. Your dedicated University Relations Manager, Kerry Brown, ensures the program is a success, and you have access to our full team, including implementation and customer support, IT/product development, accounting, and marketing.



The Most Advanced Virtual Search Tools for Student Renters

Our unique combination of virtual tools enable student renters to effectively search for housing remotely by browsing high resolution images, HD videos, and 3D virtual tours (including Matterport virtual reality models of real-world spaces).



Complete Listing Coverage

As part of the Apartments.com Network, Off Campus Partners brings existing relationships with over a million apartments, houses, condos, and townhomes for rent, and we have successfully collaborated with Harrisonburg property managers for nearly 19 years. Our team of over 300 sales associates and our new proprietary individual owner listing feed from Apartments.com (optional) ensures we continue to attract and retain the full spectrum of housing options JMU students seek.

**Market Insights and Reporting**

We conduct expansive, ongoing research to produce and maintain the largest and most comprehensive database of real estate information in the industry. Our market reporting enables our university partners to support and inform students while allowing the university to analyze, interpret, and gain insight into the local market.

**Educational Resource Content**

If you need additional educational resources, we have you covered. We have a variety of stock resources available, and our dedicated team of content creators produce articles focused on helping renters find, lease, move, and live. To browse our full library of articles, we encourage you to visit www.apartments.com/blog. Additionally, we are also able to tap into our existing network of university partners to source and/or curate content that may serve your community.

**Continual Product Innovation**

Our technology has evolved over our partnership through multiple full site redesigns, adaptive mobile-friendly development, enhanced reporting, and countless new features. Our software solution is student-centered, mobile-friendly, and easy-to-use. Our dedicated technical team takes an iterative “renter-first” approach and continually improves our sites based on regular student feedback, surveys, and user testing. This approach has made Apartments.com the #1 rental site and the Off Campus Partners platform the industry standard.

**Marketing Expertise and Investment to Attract Students & Property Listers**

We bring the marketing expertise and investment of the Apartments.com team to your site. We apply the same search engine optimization and marketing (SEO/SEM) expertise that has made the Apartments.com network #1. Our robust marketing investment includes digital marketing, promotional items to support the program, and additional marketing collateral for you at no added cost or reduction in revenue share.

**University Maintains Total Control**

Upon the University's request, we will remove any lister at any time for any reason. We have been in this business long enough to realize that issues arise periodically. When asked to take down a listing, we do so immediately without asking you to jump through additional hoops.

**We Share Your Student Affairs Perspective**

We are committed to engaging off-campus living as part of the student development process. Our team understands the student affairs perspective, as we have served students on and off-campus in the following roles: Assistant Director for Off-Campus Housing, Off-Campus Housing Coordinator, Financial Administrator, Resident Assistant, and First Year Student Orientation Guide. In addition, we are active members of NASPA, ACUHO-I, and ITGA.

**Access to our University Partner Network**

By partnering with us, you are connected to a network of the nation's leading institutions and off-campus housing professionals. Our online User Community gives you the ability to connect, share, and discuss best practices with colleagues around the country who are focused on serving off-campus students.

Solution

Our sleek, modern, JMU-branded website is lightning fast, works perfectly on any device, and makes it easy for students to find their next home, roommate(s), and off-campus resources. Highlights of our solution include:

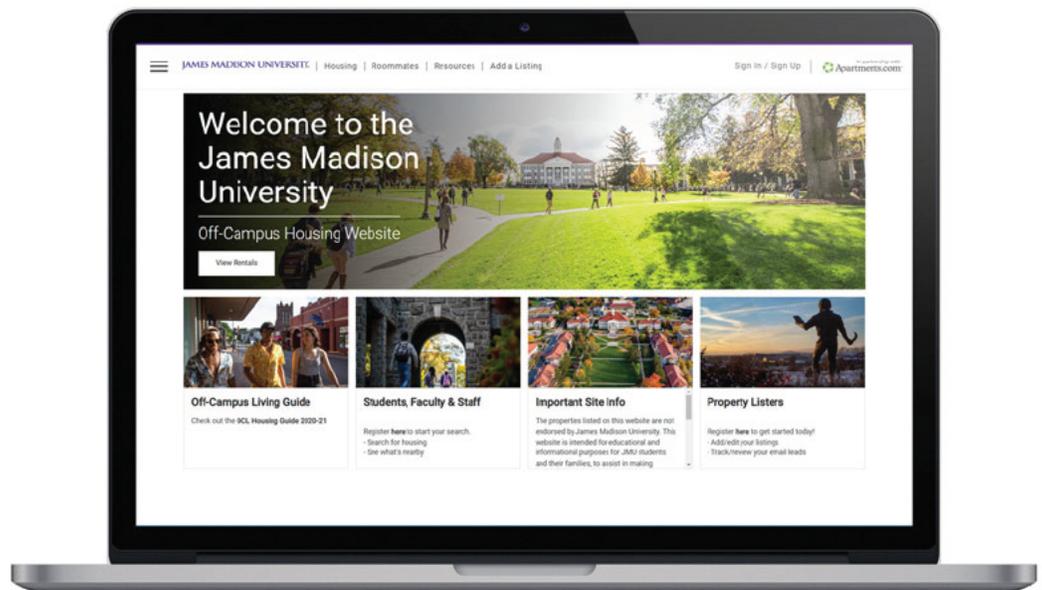
- **Fully hosted, off-campus housing solution:** delivered at a university URL, seamless in look and feel to JMU’s website.
- **Responsive Design:** mobile-friendly design for usability on any device. We invest in mobile web over a native app because our data shows students prefer mobile over apps (88% of Apartments.com’s traffic comes from the mobile site; only 12% from the Apartments.com app). A great mobile experience allows students to search on-the-go without having to download a separate app they only use a few times a year.
- **Accessibility:** we comply with WCAG 2.0 A and AA standards and are committed to maintaining these standards across all our websites in order to serve every renter.
- **University Control:** you define listing criteria, and, upon the University’s request, we will remove any lister at any time for any reason - no questions asked.
- **Integration:** in addition to email verification, we can authenticate with JMU’s authentication system via Shibboleth or CAS (SSO), and integrations with leading property management systems provide the most current listing information.
- **Administrative Tools:** site management, analytics, and reporting tools streamline work for JMU administrators.

Product Tour

The best way to understand our solution is to see it in action. Please visit <https://offcampushousing.jmu.edu> to take a tour of our live solution. Also, we would be happy to set up a time to walk the university through a full virtual demo and answer any questions you might have.

To access the Roommates sect please use the following creden

Username: testaccount
Password: jmudukes



3. Section IV. Statement of Needs

A. General

a. Describe the implementation process and include a general timeline.

Since Off Campus Partners already provides JMU's off-campus housing service, there would be no additional work required for launching/maintaining your current service.

b. Describe your firm's approach to customer service for:

i. University administrators

We are committed to providing the highest quality service to our university partners, students renters, and property managers, while continuously making an effort to improve. We provide a variety of metrics to track our performance; however, if any specific concerns in our service performance arise, you can rest assured that we will address and remedy the issue as quickly as possible to ensure we continually meet your current and future needs.

Your University Relations Manager, Kerry Brown, will continue to conduct regular relationship checkpoints with you and collaborate to continuously improve the program. If a concern were to arise, Kerry would develop an action plan for any opportunities or issues that are identified, and anything that requires additional support would be brought to the Director of University Relations, Brittaney Deighan, for resolution. You can learn more about Kerry, Brittaney, and our team on pages 9-10.

ii. University users

The Off Campus Partners' customer support team is available to JMU administrators, students, and property listers online via email 24 hours day, seven days a week, with live technical and customer support from 9:00am-8:00pm (ET) Monday through Friday.

Our Customer Support and IT teams utilize Helpscout, our ticketing system for assisting site users. Once a user submits an email to the Customer Support team, receipt acknowledgement and an estimated time to resolution will be sent to users within 1 business day, although our typical response time is less than 4 hours. As a result, the Customer Support team consistently receives positive feedback from our site users, with over 3,100 of the highest possible "Great" reviews in the last 3 years.

Any issue which cannot be resolved by Customer Support or is determined to be a widespread technical problem is then escalated to the technical team for review. We continue following up until the issue is resolved.

iii. Property Owners/Management Firms

Our sales team is required to visit clients every 60-90 days, providing them with Lead Performance, Local Market Insights, and Rent Comps reports. Additionally, our Service Assurance Team measures the volume, accuracy, and quality of client and prospect meetings held by our sales associates. When asked how likely they are to recommend Apartments.com to a friend, our clients give us 9.7 out of 10.

- c. Provide detail on the background of your firm, including, but not limited to, history, years in business, leadership/organizational structure, all services offered, specialty areas, number of employees, locations, and impending changes to your organization.

Off Campus Partners

Off Campus Partners was started by students, for students and universities. The idea was born in 2000 from one frustrated University of Virginia student's desire for an easier way to find a place to live. After struggling to find his own off-campus housing, he launched offGROUNDS.com to bring students and property managers together.

In 2001, offGROUNDS was a finalist in a University Business Concept Competition and became part of the Business Incubator at the Darden Graduate School of Business at the University of Virginia. The team won 2nd place in the 2002 Darden Business Plan competition, and Off Campus Partners was formed to take the concept to market by partnering with universities. James Madison University was one of our very first university partners and we have been fortunate to have the opportunity to serve JMU students, faculty & staff for the last 18 years and hope to continue to do so in the years to come.

Today, Off Campus Partners is located in Charlottesville, Virginia and is fortunate to work with 145 colleges and universities in 35 states and Canada. Last year, our proven off-campus housing service was utilized by more than 2.7 million users across 6 million sessions.

In June 2019, Off Campus Partners joined CoStar Group, the leading global provider of commercial real estate information, analytics, and online marketplaces. CoStar's Apartments.com network of sites is the most visited apartment listing network with millions of prospective renters visiting each month. By combining Off Campus Partners' experience serving universities and students with Apartments.com's innovative technology and reach, we are able to provide our university partners with best-in-class software and service for off-campus students, faculty, and staff. You can find more information about us at www.offcampuspartners.com.

Off Campus Partners has no impending changes to its organization.

Apartments.com – The Nation's Leading Rental Marketplace

The Apartments.com network of sites includes Apartments.com, ApartmentFinder.com, ApartmentHomeLiving.com, Apartamentos.com, WestsideRentals.com, ForRent.com, ForRentUniversity.com, After55.com, CorporateHousing.com, and Off Campus Partners. Apartments.com has 300+ local representatives, who conduct over 300,000 client meetings annually. An independent group within CoStar follows up after many of these meetings, asking clients how likely they are to recommend Apartments.com to a friend on a scale of one to ten. On average, our clients give us a rating of 9.7.

The Apartments.com network is supported by the industry's largest professional research team, which has visited and photographed over 400,000 properties nationwide. This team makes over one million calls each month to apartment owners and property managers, collecting and verifying current availability, rental rates, pet policies, fees, leasing incentives, concessions, and more.

Apartments.com offers more rental listings than any other apartment website. Innovative features including a Polygon™ tool, allow users to define their own search areas on a map, and a "Plan Commute" feature enables users to search for rentals in proximity to a specific address. Apartments.com creates easy access to its listings through a responsive website and provides unmatched exposure for its advertisers through an intuitive name, strategic search engine placements, and innovative emerging media.

Continued from Requirement c. on page 6

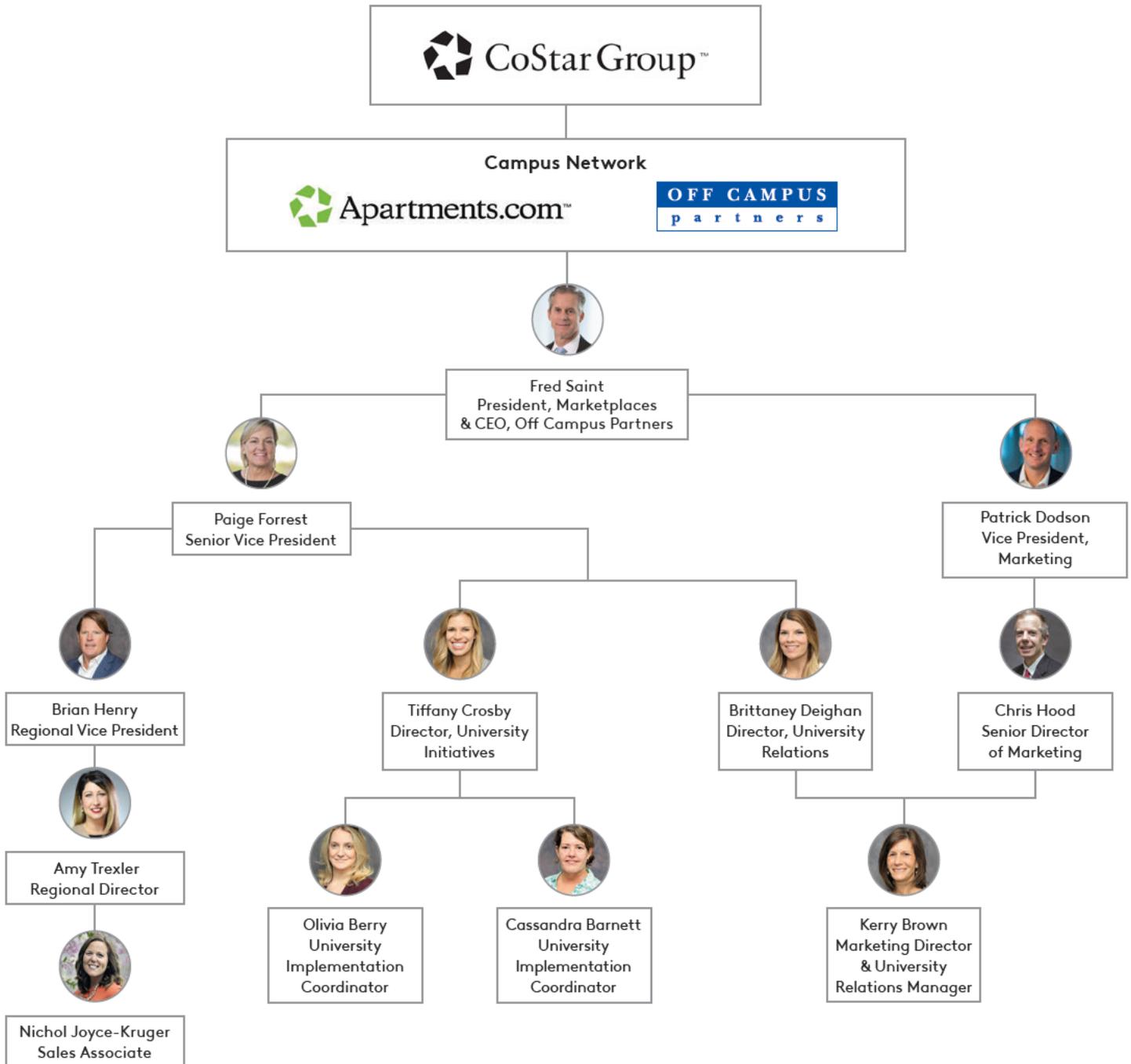
CoStar Group — An Information & Technology Leader for 30+ Years

CoStar Group, Inc. (NASDAQ: CSGP) is the leading provider of commercial real estate information, analytics and online marketplaces. Founded in 1987, CoStar conducts expansive, ongoing research to produce and maintain the largest and most comprehensive database of commercial real estate information.

CoStar's suite of online services enables clients to analyze, interpret and gain unmatched insight on commercial property values, market conditions and current availability. LoopNet is the most heavily trafficked commercial real estate marketplace online with 6.4 million monthly unique visitors. Realla is the UK's most comprehensive commercial property digital marketplace. The Apartments.com network forms the premier online apartment resource for renters seeking great apartment homes and provides property managers and owners a proven platform for marketing their properties. Headquartered in Washington, DC, CoStar maintains offices throughout the U.S. and in Europe and Canada with a staff of over 4,400 worldwide. For more information, visit www.costargroup.com.

Continued from Requirement c. on page 6

Our Organization



Continued from Requirement c. on page 6

JMU's Team



Tiffany Crosby, Director, University Initiatives - Off Campus Partners

Tiffany has been with the Off Campus Partners team of Apartments.com since January 2014 and is based in Richmond, VA. In her role as the Director, University Initiatives, she has led and supported over 70 new university partnerships and implementations since April 2015. She manages the University Implementations Team and has successfully launched over 70 university-branded off-campus housing sites for institutions such as Oklahoma State, UNC-Chapel Hill, the University of Colorado, Denver, and Texas A&M. She has a deep understanding of our software platform and has extensive experience working with each of our university partners to understand and develop a plan to meet their specific goals and needs.

Tiffany is a graduate of James Madison University and is proud to be a Duke. During her time at JMU, she worked as a Summer Conference Assistant from 2011-2012 and served as a First Year Orientation Guide in 2011. As a First Year Orientation Guide, Tiffany worked with freshmen to help acclimate them to the on-campus experience and discovered her passion for supporting students. When Tiffany was ready to move off-campus, she utilized the JMU off-campus housing website to find housing and appreciated the extra support offered to her through the service. After graduating from JMU, she joined the Off Campus Partners' team, giving her the opportunity to continue serving her alma mater, along with many other institutions and students across the country. Tiffany holds a Bachelor of Science in Psychology with a concentration in Behavior Analysis from James Madison University in Harrisonburg, VA.



Brittaney Deighan, Director, University Relations - Off Campus Partners

Brittaney has been with the Off Campus Partners team of Apartments.com since April 2012 and is based in Orlando, Florida. In her role as Director, University Relations, she manages the University Relations Team, ensuring the success of new and existing university partnerships across the country. Regionally, she is responsible for the university outreach and relationships for institutions in Florida, Alabama, Georgia, South Carolina and Tennessee. She currently supports over 20 university partners, including Clemson University, Auburn University and the University of Florida and previously oversaw property manager outreach for the southeast region of the United States. She has been involved in numerous new university site launches, including Georgia State University, The University of Alabama, the University of Miami, Emory University and more.

Prior to joining Off Campus Partners, Brittaney managed a student housing portfolio in Tallahassee, FL from 2005 to 2012. This role included assisting students of Florida State University, Florida A&M University, and Tallahassee Community College with locating an off-campus residence convenient to their specific needs. In 2010, Brittaney got to experience the service firsthand when Off Campus Partners formed a partnership with Florida State University. As one of the very first companies to subscribe to the FSU Off-Campus Housing website, Brittaney was fortunate to see the immediate connection and relationship gained between her company and the university itself. Additionally, the service provided a solution to better serve and support the students, faculty and staff of the university community. Brittaney holds a Bachelor of Science degree in Real Estate and Finance from Florida State University in Tallahassee, Florida.

Continued from Requirement c. on page 6

JMU's Team *continued*



Kerry Brown, Marketing Director & University Relations Manager - Off Campus Partners

Kerry has been with the Off Campus Partners team of Apartments.com since 2007 and is based in Charlottesville, VA. In her role as Marketing Director, she supports OCP's university partners by creating print and digital marketing material, ensuring students are aware of and can easily locate the site. Additionally, Kerry supports in-person housing fairs for 60+ university partners annually. In response to the COVID-19 pandemic, Kerry developed an in-house virtual housing fair solution and held 25 virtual housing fairs in 2020 - with 30 scheduled for the 2021 spring semester.

Kerry is also the University Relations Manager for our university partners in Off Campus Life at James Madison University and Housing and Residence Life at the University of Virginia, managing and maintaining the property listings on the websites, supporting housing fair organization and planning, and ensuring that our university partners have sufficient promotional material.

Prior to joining Off Campus Partners, Kerry was a Regional Marketing Manager at a property management company for 15 years, overseeing the marketing efforts of student properties in Charlottesville, Harrisonburg, and Richmond, VA. Kerry holds a Bachelor of Arts from the University of Virginia.



Amy Trexler, Regional Director - Apartments.com

Amy has been with Apartments.com since 2013 as a Sales Associate, New Business Development Associate and now Regional Director of Virginia. In her role as Regional Director, she manages the sales team and customer relationships for Hampton Roads, Richmond, Charlottesville, Blacksburg, Lynchburg, Harrisonburg, Roanoke and other markets throughout Virginia.

She brings 9 years of experience in the multifamily industry. Amy received the President's Circle award in 2015, 2016, 2017, and President's Club award in 2018. She was also inducted into the Costar "Hall of Fame" in 2018 and holds a Bachelor of Science in Business Administration from Old Dominion University in Norfolk, VA.



Nichol Joyce-Kruger, Sales Associate - Apartments.com

Nichol has been with the Apartments.com team since 2020. Born and raised in Southwest Virginia, she is based in Roanoke and services the Radford, Roanoke, Lynchburg, Charlottesville, and Harrisonburg markets. Working with multifamily properties, individual property owners, and student housing communities, she takes pride in relationships and provides outstanding service to fulfill the marketing and advertising needs of her clients.

Prior to joining the Apartments.com team, Nichol served as the Assistant Director for Off-Campus Housing and BreakZONE at Virginia Tech, so she brings a deep understanding of the unique needs of off-campus students. Nichol holds a Bachelor of Science in Exercise, Sport, and Education from Radford University and a Master of Arts in Education from Virginia Tech.

d. Describe your experience with higher education institutions, and provide a list of current higher education institutions utilizing your product.

We are fortunate to partner with over 145 college and university partners in North America, including numerous public institutions in Virginia and peers institutions of JMU. A full list of our university partners can be found at www.offcampuspartners.com. We encourage you to reach out to our partners to hear what they say about our partnership approach and service. A list of references can be found in Section 4, Attachment A on page 40, and we would be happy to connect you with additional references as needed.

Peer Institutions & Partners in the Commonwealth of Virginia



e. Specify who would be the university’s main point of contact at your firm and provide their resume and contact information.

Your University Relations Manager, Kerry Brown, is your main point of contact. She will continue to conduct regular relationship checkpoints with you and will collaborate to continuously improve the program. A copy of Kerry’s resume can be found in Appendix A on page 70, and her contact information is as follows:

Kerry Brown
Marketing Director and University Relations Manager
434-956-3907
kbrown@costar.com

f. Provide details on the roles of the university vs. the Contractor for managing the implementation of the software, the ongoing functionality of the site, and the property owners/management firm relationships.

Our approach and methodology to bringing a site online and ensuring sustainable success has been refined over many years, as we have successfully implemented university-branded off-campus housing solutions at 145 colleges and universities, including the JMU site.

Since Off Campus Partners already provides JMU’s off-campus housing service, there would be no additional work required of the university to maintain the current service, and we just ask that you continue promoting the service to your off-campus students as you have always done. To ensure the continued success of the program, we will continue to focus on the following:

Source: Property Listings & Student Users

- We will assume primary responsibility for marketing the off-campus housing service and conducting outreach to prospective property managers.
- We will generate listings through: proprietary feeds, direct sales to apartment communities, tele-sales to mid-market properties (10-50 units), online sales and listing renewals.
- We will provide Search Engine Marketing and other paid/social media to promote the site to students, faculty, & staff. We will also work with the University to develop a University Marketing Plan, which can be found in Appendix B (page 71).

Update: Add & Update Property Listings

- We will continue to add listings from property owners/managers through inbound and outbound sales.
- Property Managers may add, update, and turn listings on/off online or by calling our support line.
- We monitor site content, but the University will also have access to review, edit, approve, or deny property listings.

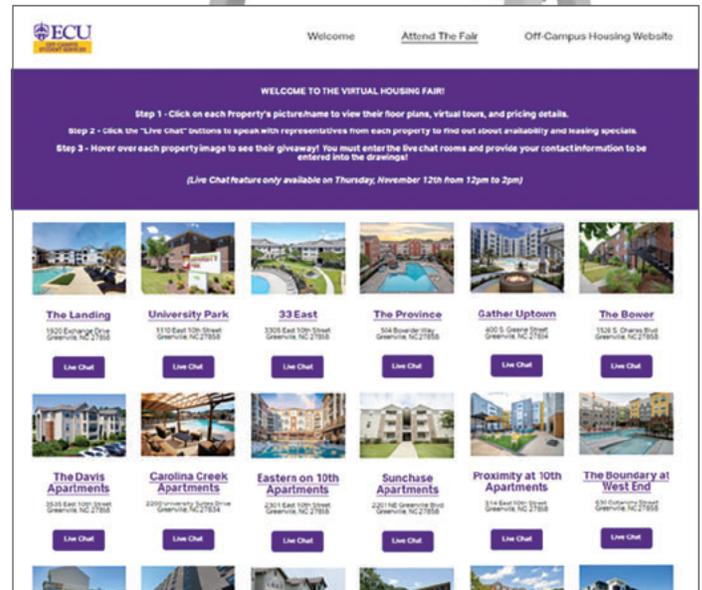
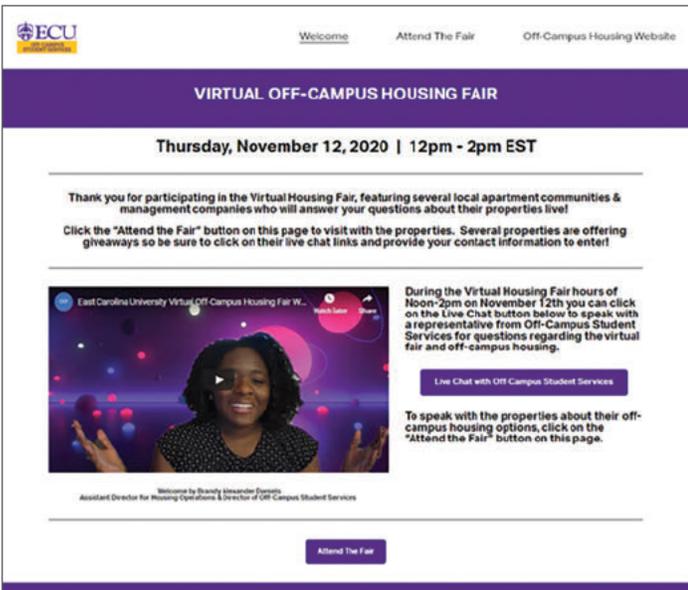
Maintain & Expand: Software & Service

- We assume responsibility for all software maintenance and upgrades, including bug fixes and enhancements, and will seek input from the University partner in this process.
- The University Relations Manager will conduct regular relationship checkpoints with the University & collaborate to continuously improve the program.

g. Detail your firm's ability to be present at and participate in university sponsored events, specifically the Fall and Spring Housing Fairs.

Off Campus Partners collaborates with and supports our university partners to organize and host educational events and housing fairs. Kerry Brown, Off Campus Partners' Marketing Director and JMU's University Relations Manager, has and would continue to participate in university sponsored events, specifically the Fall and Spring Housing Fairs. Our team also provides educational and promotional material for these events. Examples can be found within our University Marketing Plan found in Appendix B, page 71. These items include brochures to market the off-campus housing website, table displays for events and/or office settings, promotional giveaways, and much more.

In addition to supporting in-person housing fairs and events, we provide our university partners with a virtual housing fair solution, allowing attendees to connect with properties virtually to find suitable housing options safely. Our private chat feature and video conferencing options allow an attendee to chat one-on-one with a property, tour a community, and learn about current specials, rental rates, and availability. Our team will organize and facilitate the registration, sign up process, and event during the date and time of your choice. The virtual housing fairs we've hosted recently have been very successful, bringing in as many as 1,100 unique users and over 1,700 property clicks per event.

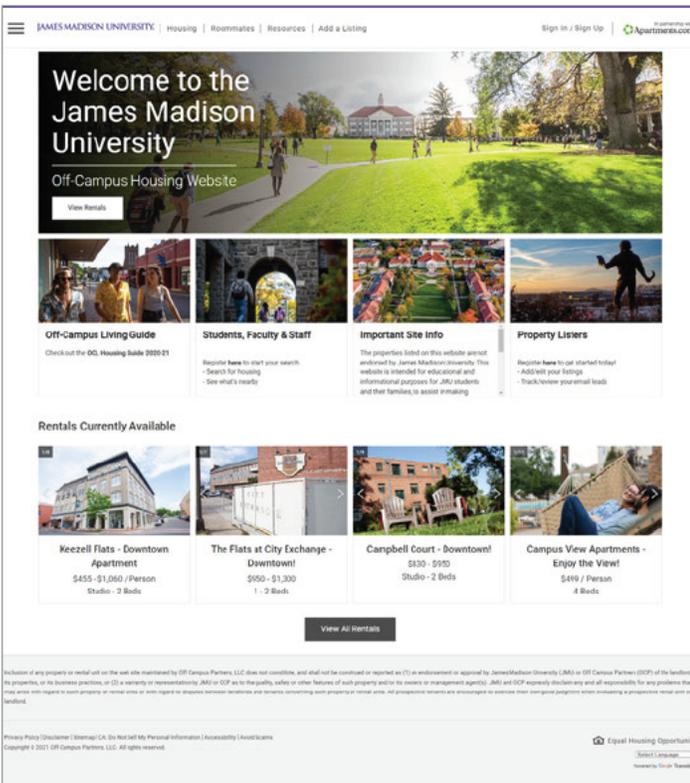


Example of Virtual Housing Fair

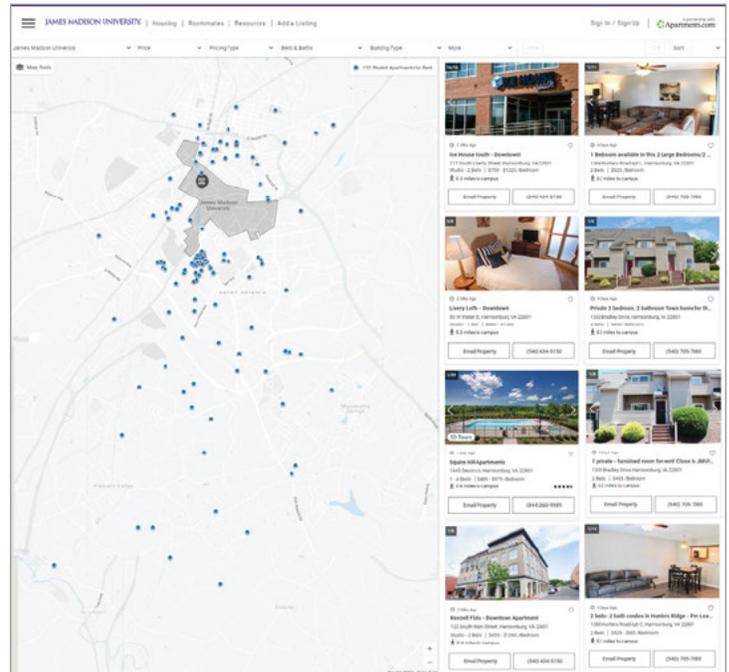
B. University User/Admin Site Functionality

a. Provide examples/screenshots of the overall layout of the site and its navigation.

Homepage



Housing Search



Continued from Requirement a. on page 14

Property Details Page

The screenshot shows a desktop view of the property details page for 'The Harrison at JMU Apartments'. The page includes a header with navigation links, a main image of the building, and a sidebar with contact information. The main content area features a 'Rent Special' section, a table of apartment units with columns for unit type, size, rent, and availability, and sections for 'Conversion Fee', 'Lease Terms', 'Expenses', 'Apartment Description', 'Amenities', 'Parking', 'Pet Policy', 'Security', 'Nearby Shopping', 'Parks and Recreation', 'Colleges within 10 Miles', and 'Schools'. A map shows the neighborhood in Harrisonburg, VA, and a gallery of interior photos is displayed at the bottom.

Property Details Page Continued

This section continues the desktop view, focusing on the 'Colleges within 10 Miles' section, which lists nearby educational institutions. Below this is a map of the Harrisonburg, VA area with a blue location pin. The 'Ratings' section shows scores for walkability (43), transit (40), and bikeability (33). A gallery of interior photos is also visible.

Mobile Homepage

The mobile homepage features a clean, user-friendly design. It starts with a 'Welcome to the James Madison University' banner, followed by a 'View Rentals' button. Below this is a section for 'Students, Faculty & Staff' with a call to action to register for housing. A 'Rentals Currently Available' section is also present, accompanied by a small image of a building.

Mobile Map-Based Search

The mobile map-based search interface shows a map of the James Madison University campus and surrounding areas. Numerous blue location pins are scattered across the map, indicating available rental properties. The interface includes navigation controls like 'List View', 'Filter', and 'Map Tools'.

Continued from Requirement a. on page 14

Roommate Finder Search

Roommate Finder Profile Page

My Roommate Search Messages

Continued from Requirement a. on page 14

Resources

[JAMES MADISON UNIVERSITY](#) | [Housing](#) | [Roommates](#) | [Resources](#) | [Add a Listing](#)

[Sign In / Sign Up](#) | 

Resources

Find information about living Off-Campus and browse through our collection of resources.

Utilities Deposit Assistance Program (UDAP)

[Buy/Renew UDAP Contracts](#)

Take advantage of JMU's unique program that protects your credit rating and allows you to get utility service connections without a deposit.

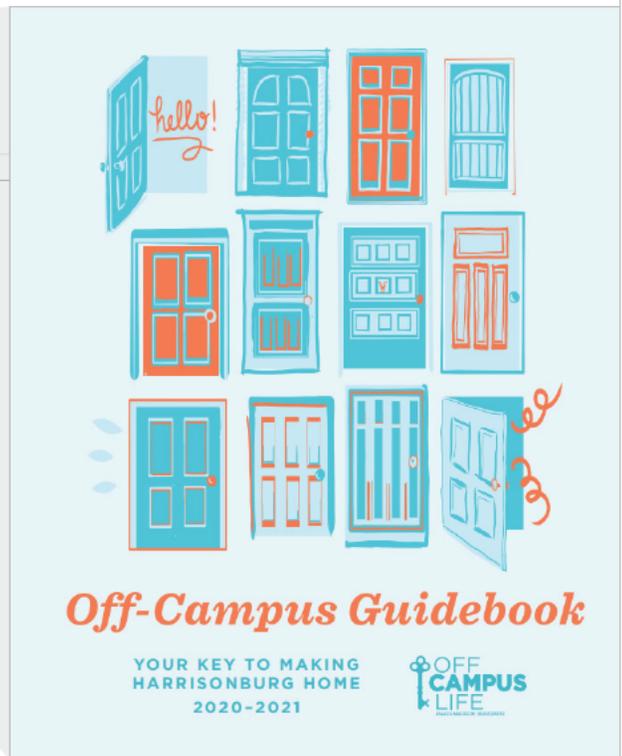
Off Campus Life Resources

[OCL Guidebook 2020-2021](#)

[JMU Office of Off Campus Life](#)

Take a second to check out our website for more information to aid you in the transition to off campus life.

Sample Resource



Add/Edit Announcement

Announcements / New Announcement

[Back to Announcements](#)

Edit: announcement: New Announcement

Title:

Status: On Off

Expiration:
Enter a date like 11/17/2019 (optional)

Announcement:
FORMATTED BY TRAVICE

Add/Edit Resources

JMU Off-Campus Housing Website [Visit](#)

University List / Resources / Off Campus Life Resources

[Back to Resources](#)

Manage: "Off Campus Life Resources" Resources

1	OCL Guidebook 2020-2021	<input type="button" value="On"/>	<input type="button" value="Edit"/>	<input type="button" value="Delete"/>
1	JMU Office of Off Campus Life Take a second to check out our website for more information to aid you in the transition to off campus life.	<input type="button" value="On"/>	<input type="button" value="Edit"/>	<input type="button" value="Delete"/>



A member of the
Apartments.com
Network

Continued from Requirement a. on page 14

Site Activity Report

Site Activity

Start Date * From 2020-1-1 To 2020-12-31 End Date [Generate Statistics](#)

Off-Campus Housing Website Site Activity: 01/01/2020 - 12/31/2020

	New Registered Users		New Property Listers		New Property Listings, by:			Site Usage				
	Students	Guests	Total	Main	Addon	Property Listers	Community Members	addon Property Listers	addon Community Members	Total Lead Emails	Visits	Page Views
TOTAL	3,135	775	3,913	76	1	497	895	0	0	1,193	12,198	212,875

Annual Site Activity Report

Annual Report

Start Academic Year * From 2018 - 2019 To 2018 - 2019 End Academic Year [Generate Statistics](#) [Export Report \(.csv\)](#)

Off-Campus Housing Service Annual Report: 07/01/2018 - 06/30/2019

Month	New Registered Users		New Property Listers		New Property Listings, by:			Site Usage				
	Students	Guests	Total	Main	Addon	Property Listers	Students	addon Property Listers	addon Students	Total Lead Emails	Visits	Page Views
07/01/2018	227	57	284	20	6	22	21	11	55	968	8,921	107,748
08/01/2018	136	48	184	16	2	19	14	3	0	36	564	7,374
09/01/2018	65	20	89	7	1	10	6	1	0	17	156	3,072
10/01/2018	91	35	126	4	2	8	13	1	0	22	188	3,390
11/01/2018	121	28	149	3	0	3	12	0	0	15	204	3,922
12/01/2018	104	21	125	8	0	11	9	0	0	20	261	4,035
01/01/2019	144	40	184	13	1	17	9	1	0	27	334	5,691
02/01/2019	156	35	193	6	0	7	5	0	1	13	284	5,987
03/01/2019	205	57	272	1	1	2	8	1	2	13	559	7,657
04/01/2019	234	79	313	12	0	12	18	0	0	10	21	16
05/01/2019	183	70	253	9	0	10	21	0	0	10	16	16
06/01/2019	171	71	242	10	2	10	16	0	0	10	16	16
TOTAL	1,843	571	2,414	108	15	131	152	0	0	133	1,219	21,287

Rent History Report

Off-Campus Housing Website [Visit](#)
Rent History

by Time Interval | by Location, Building Type, & Bedrooms

Rent History allows you to see real-time market data. A snapshot of rental price is taken daily for every property active on the site on that day. You can additionally filter the data with the form below. For example, average pricing on all 2 bedrooms for the year grouped by month.

Start Date From 2020-1-1 To 2020-12-31 End Date Interval Monthly

Bedrooms 1 Bathrooms 1 Building Type Any Sublet Situation Any Shared Situation Any

Location Any Pets Any

[Generate Statistics](#)

Your query returned 11,006 records, averaging \$500.74.

Date	Rent	Records
January, 2020	\$576.00	1,381
February, 2020	\$589.39	1,052
March, 2020	\$599.09	950
April, 2020	\$600.81	968
May, 2020	\$585.11	1,018
June, 2020	\$657.03	931
July, 2020	\$562.19	1,125
August, 2020	\$565.79	1,172
September, 2020	\$580.72	1,000
October, 2020	\$599.50	933
November, 2020	\$603.80	856
December, 2020	\$609.94	484

b. Describe how university users/admins will authenticate to the site.

Currently, the Off-Campus Housing Website requires that all university users (e.g. students, faculty, staff) use their JMU email address (either @jmu.edu or @dukes.jmu.edu) to create an account. Accounts are authenticated through email verification in order to complete the set-up process. Our system also supports Single-Sign-On (SSO) via Shibboleth or CAS, which is an additional form of authentication that could be implemented if preferred. Only authenticated university users have access to the Roommate Finder.

c. Provide details on the information displayed to users for the following types of listings:

i. Apartment complex/housing provider with multiple units and styles;

All properties listed on the JMU Off-Campus Housing Website are represented by a Property Details Page. The Property Details Page is designed to deliver renters the best possible overview of the property. All apartment communities can display media through photos (up to 100 images), HD videos, virtual tours (including 3D Matterport tours), and website links.

Multifamily housing providers have the ability to display different floorplans and available units directly on their Property Details page. Located just below the property photos is a designated area to display unit type (number of bedrooms and bathrooms), monthly rent (optional to display by the bed or by the unit pricing), square footage, and current availability. This area also identifies if a listing is “New” (newly added to the listing page) and allows the property to upload an image of their 2D or 3D floorplan, which can be viewed by selecting the “View Model” button.

Floorplan information is displayed to include all options (ordered by the least amount of bedrooms to the highest); however, the options can be narrowed down by selecting different bedroom filters (e.g. “1 Bed”, “2 Bed”, etc.). When a student selects a floorplan filter, only the bedroom selection will appear. Additionally, a property is not limited by how many floorplans they can display on their Property Detail Page. Up to 10 floorplans will appear in list, but if a community offers more than 10, they can be viewed and expanded upon by clicking the “Show More” text.

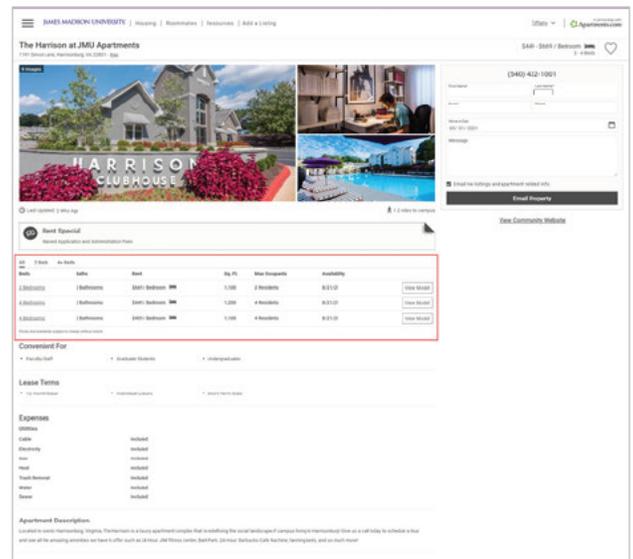
Information displayed also includes Specials, Move-In Fees (e.g. security deposit, application fee, etc.), Utilities included (if applicable), Leasing Office Hours, Community Description (provided by property), Unit and Community Amenities, Parking Type (on/off street, unassigned/assigned), Pet Policy, etc.

A variety of information related to the location of the property is also included within each Property Details Page: nearby shopping, parks, public and private schools. Additionally, a detailed map, which can be filtered by points of interest (coffee shops, grocery stores, banks, etc.), and public transportation options allow a renter to become familiarized with the area and neighborhood.

Walk Score, Transit Score, and Bike Score ratings give a sense of how compatible a property and the neighborhood are with specific means of transportation.

Additionally, phone number display, office hours, website link, and contact form make it easy for a student to connect with the community and communicate directly through the Off-Campus Housing website.

Property Details with Floorplan Information



ii. Single unit listing, such as a private homeowner with a room or apartment;

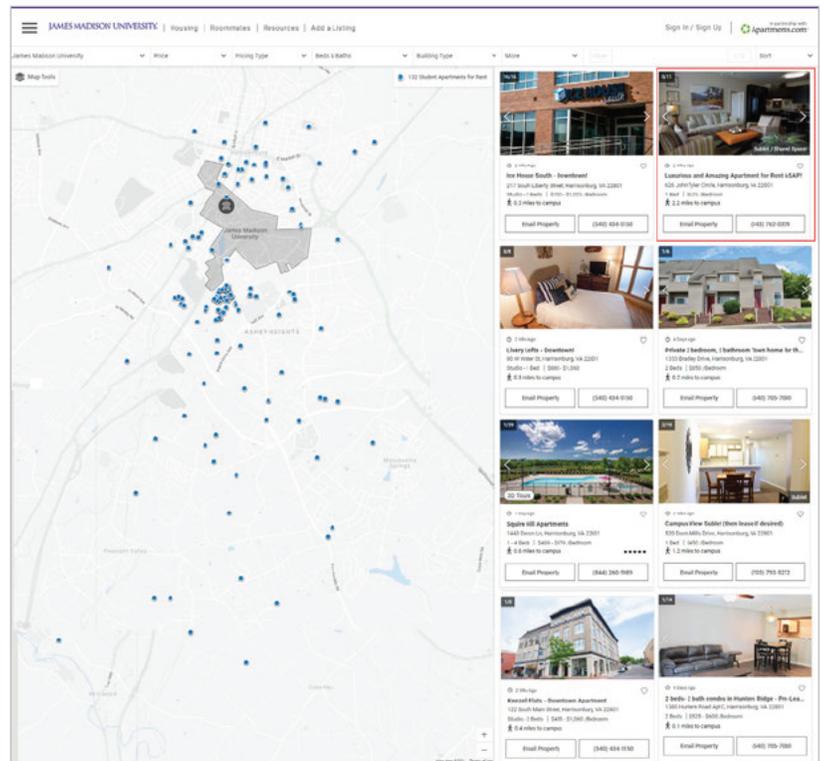
Property Management Companies with a portfolio (more than 10 units) of listings, including single family houses, townhomes, condos, etc., are able to represent each address with its own listing, which would highlight all features included within a Property Details Page as described previously.

Our platform also allows individuals who may own or manage one or two units, or simply have a room from rent within their home, to post on the website. Depending on the listing level selected (Regular or Featured), the Property Details Page will include 25 to 50 images, an amenity list, a map to highlight nearby points of interest, including public transportation, and contact information with the ability to connect directly through the website.

iii. Sublease listings.

Sublet listings may be added to the website and offer the same information and highlights that are included for an Apartment Community, Individual Owner or Private Landlord Listing. These listings support up to 25 photos and are differentiated with a specific label which will appear on the listing placard within the search results, as well as on the actual Property Details Page. Additionally, we make it easy for students to search specifically for sublet listings within the "More Filters" area, which allows a renter to select Fall Sublet, Spring Sublet or Summer Sublet. A sublet listing may also be linked to a Roommate Profile if applicable.

Sublet Listing on the Housing Search



d. Describe the ability of a user to customize their search for available housing, and provide detail on the different type of search customization features available.

We offer a variety of quick filters at the top of the Housing Search page based on the most heavily searched criteria. These filters allow a user to search by Neighborhood (or campus location), Price, Pricing Type (per bedroom or per unit pricing display), Beds & Baths and Building Type (Apartment, House, Condo, Townhouse, Duplex, etc.). Our "More" Filter allows a user to search more specifically by selecting filter options including Availability, Length of Lease, Distance to Campus, Transportation, Unit and Community Features, and more. As filters are selected, the search results will update based on what has been applied to the search. Applied filters can always be reset by clicking on the "Clear" button, which is displayed within the same bar that Filter options are displayed. A student may also filter listings by changing the sort order in which listings are displayed. Students may filter based on options Closest to Campus, Lowest Price, or Highest Price.

Additionally, the Housing Page features an interactive map which operates similar to a filter. As the map is manipulated (by zooming in, zooming out, moving to see a different section of the map, etc.), the listings displayed to the right of the map will change. Listings will display based on the location of the map that a user is viewing/focusing on.

e. Describe the ability of a user to create an account within the site. Specify the features that account creation provides (e.g. save searches, flag properties, create favorites).

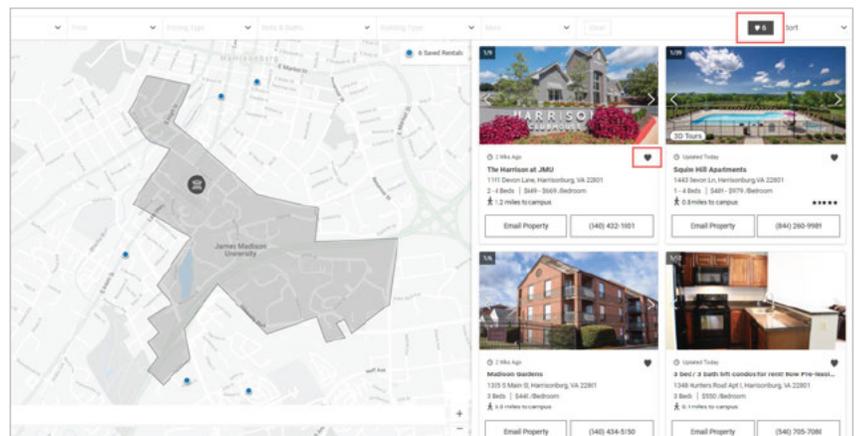
Students, Faculty and Staff members of the university may create an account through the website with their university email address (either @jmu.edu or @dukes.jmu.edu). Accounts are verified through email verification. This account type may be created by visiting the Off-Campus Housing website and signing up as a "JMU Students, Faculty & Staff". Individuals with this account type may browse through housing options, search for roommates, view educational resources, and post a property or sublet listing.

Property Listers may also create an account directly through the website by signing up as a "Property Lister". Property Lister categories include "Individuals/Private Owners" and "Apartment/Management Companies".

All registered users are given the ability to "Favorite" a property listing. On each Property Listing Placard, there is an outline of a "heart" icon. When this icon is selected, the heart will become solid and will be saved within an individual's search. The number of listings that have been favorited within someone's search is identified within the Filters. When this is selected, the search results will filter to include only those listings that have been favorited and will display them on the map and show where they are in relation to campus.

It is important that the information and content posted to the Off-Campus Housing website is accurate, fair and truthful. The "Help" section of the website invites users to submit feedback based on if they need help, would like to report a bug, suggest a feature, etc. All inquiries are fielded by our Customer Support team, who creates a ticket to ensure each inquiry is addressed in a timely manner.

Housing Search – Favorites



f. Describe the ability of a user to list subleasing opportunities. (Provide associated cost in Section X. Pricing Schedule).

Students, Faculty and Staff members are given the option to post a sublet listing within the housing search directly within their account. Once an account is created and verified with a @jmu.edu or @dukes.jmu.edu email address, the ability to add a sublet listing is always an option and can be utilized by selecting the "Create a new listing or Sublet" button within an individual's portal. A sublet listing will remain active for up to one year and the university has the ability to determine any fees (if any) associated with this listing option.

Additional details regarding Sublet Pricing can be found in Section 4 within our Pricing Schedule on page 68.

g. Describe the ability for university admins to customize the site, including use of university branding.

In the fall of 2020, Off Campus Partners implemented a new design to our Off-Campus Housing Websites. This new design allows our sites to be more customized than ever before. University specific images are used on the homepage and within the announcements section on the homepage. Images can be provided for each announcement and can be accessed and edited directly through our University Admin portal.

Announcements and Resources are updated in real time and can be made directly by the university administrators or our Customer Support team. Announcements can be prioritized by their order of importance, assigned an expiration date, and include website links and photos. In addition, they can be deactivated and stored within the portal to reactivate at a future date with the click of a button.

A university's logo, as well as university specific colors, are used to customize the header of the all website pages included on the Off-Campus Housing website. Continuous input and updates from your team can be made directly by our Implementation team.

h. Describe the ability for users to search for roommates, including:

- i. General usability of the feature;**
- ii. Ability to create a personal profile to find a compatible roommate(s);**
- iii. Required profile inputs versus optional profile inputs;**
- iv. How individuals will be verified as JMU students, faculty, or staff;**
- ii. The security measures used to protect the user’s identity and limit access to these profiles;**
- iii. How the profiles are archived or removed.**

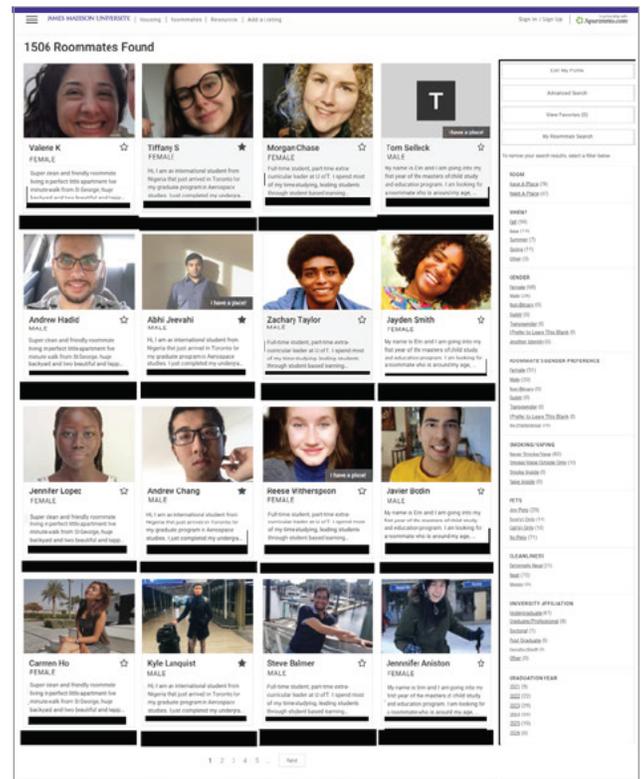
i. General usability of the feature

Off Campus Partners’ Roommate Finder allows students, faculty, and staff to post and search profiles to connect with other university community members seeking roommates. In the last year, students have created over 60,900 roommate profiles through our platform. This feature allows our university partners, including James Madison University, to provide an excellent resource to students who want to live with fellow classmates. The Roommate Finder is particularly helpful to international, transfer, and graduate students who are new to the university community, and our searchable fields allow those students to find each other on our site.

Features of the Roommate Finder Portal include:

- **Roommate Search:** students can search for roommates and filter their search results by date the roommate is needed, lifestyle preferences, and university affiliation (e.g., undergraduate/graduate, full-time/part-time, international student, or school/program).
- **Roommate Profiles:** includes text descriptions (“About Me”), searchable fields (e.g., gender, pet preference, campus, school/program, university affiliation, social habits), & optional social media connections on Facebook, Twitter, etc.
- **Linkage between Roommate Profiles & Property Listings:** seamlessly connects roommate profiles (“I have a place”) with property listings (“room for rent”) for shared listings.
- **Favorite a Profile:** Roommate profiles can be “favorited” by clicking on our star icon located on each roommate profile placard and listing. Favorited profiles are stored within an account to refer back to at a future date if so desired.
- **Closed System to Authenticated Users:** The Roommate Finder is restricted to university affiliates, including students, faculty and staff members. Our system supports authentication of an account via email verification, requiring a university email address (e.g. @jmu.edu or @dukes.jmu.edu email address) or through SSO via Shibboleth or CAS.

Roommate Finder Search



ii. Ability to create a personal profile to find a compatible roommate(s)

Users can easily create roommate profiles, which include text descriptions (“About Me”), searchable fields (e.g., gender, pet preference, campus, school/program, university affiliation, social habits), & optional social media connections on Facebook, Twitter, etc.

iii. Required profile inputs versus optional profile inputs

Our system is configured to require minimal information in order to set up a Roommate Profile; however, our system also gives students the ability to include as much information as desired if they so choose. The fields that require input when setting up a profile include Name, Age (which can be hidden), Gender, Description (with at least 50 characters), University Affiliation (Undergraduate, Graduate/Professional, Doctoral, Post graduate, Faculty/Staff, Other), “Do you have pets?”, “Do you smoke/vape?”. As it relates to their housing needs, two additional fields requiring input include a specified Rental Price Range and the Date Needed.

Some of the optional fields include current School or Program (e.g. College of Business, College of Education), university status, social habits, study preferences, cleanliness, and many more.

iv. How individuals will be verified as JMU students, faculty, or staff

As mentioned previously, currently the Off-Campus Housing Website requires that all university users (e.g. students, faculty, staff) use their JMU email address (either @jmu.edu or @dukes.jmu.edu) to create an account. Accounts are authenticated through email verification in order to complete the set-up process. Our system also supports Single-Sign-On (SSO) via Shibboleth or CAS, which is an additional form of authentication that could be implemented if preferred. Only these authenticated university users have access to the Roommate Finder.

ii. The security measures used to protect the user’s identity and limit access to these profiles

We take the privacy and security of our site users very seriously. As mentioned, we ensure only JMU students, faculty & staff can access the Roommate Finder through email verification. In addition, we give the university user the ability to decide how they prefer to be contacted and do not display their email address on their roommate profile. Potential roommates must contact the university user by phone (if phone number has been provided) or through the Contact Form on the profile page.

iii. How the profiles are archived or removed

Roommate Profiles remain active during an assigned time range specified by the university. Currently, roommate profiles remain active for 30 days. After 30 days, a user receives a notification of the upcoming profile expiration and can extend the expiration by updating their profile. Once a roommate profile expires it is deactivated on the website, but the student is still able to access their information if they need to post a profile again in the future.

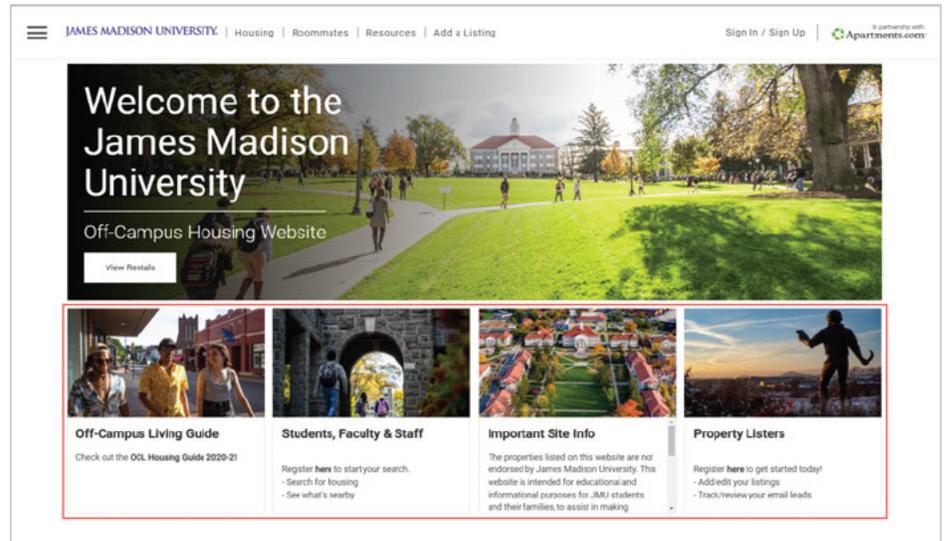
i. Describe university admin’s ability to post events or notices on the site.

Our university partners have the ability to post and edit Announcements and Resources through their Admin portal. Homepage announcements include the ability to add an expiration date, website links, and even photos. Resources can be categorized into sections and ordered based on priority of importance and turned on or off with a click of a button. Resources and Announcements that are not activated are always stored within the admin portal to easily update and reactivate as needed.

Our content management tools are as follows:

- **Homepage Announcements:** Add/edit announcements on homepage and set an auto-expiration date (e.g. upcoming housing fair announcement).
- **Resources:** Add/edit educational resources. Resources can be links, PDF’s or created as a hosted page (e.g. OCL Guidebook, How to be a Good Neighbor, Roommate Checklist, etc.).
- **Approval Queues:** Our platform supports a variety of pre-approval queues given the University’s specific needs. We have an optional queue for guest account and private landlord listing approval that can be configured upon request. In addition, JMU site administrators can search for site users based on approval status.

Custom Announcements on the Homepage



j. Describe university admin’s ability to post a site disclaimer. Provide examples of where this would/could appear on the site.

Currently, the website disclaimer appears within the footer of every page of the Off-Campus Housing Website. The university maintains control of the content included within the disclaimer, which can be updated by the Off Campus Partners site team upon request. Additionally, the same language included within the disclaimer is included within the Terms of Service that a registered user must agree to upon account set up. Account set up cannot be completed until these terms have been acknowledged and agreed to.

Current Site Disclaimer

 JAMES MADISON UNIVERSITY. Housing Roommates Resources Add a Listing	Sign In / Sign Up 
<p>Disclaimer</p> <p><small>Inclusion of any property or rental unit on the web site maintained by Off Campus Partners, LLC does not constitute, and shall not be construed or reported as (1) an endorsement or approval by James Madison University (JMU) or Off Campus Partners (OCP) of the landlord, its properties, or its business practices, or (2) a warranty or representation by JMU or OCP as to the quality, safety or other features of such property and/or its owners or management agent(s). JMU and OCP expressly disclaim any and all responsibility for any problems that may arise with regard to such property or rental units or with regard to disputes between landlords and tenants concerning such property or rental units. All prospective tenants are encouraged to exercise their own good judgment when evaluating a prospective rental unit or landlord.</small></p>	

k. Describe the ability of university admins and/or the Contractor to email users with information on relevant events and resources.

Our team is here to assist with any communication that the university would like to share with registered users (Students, Faculty, Staff and Property Listers) of the JMU Off-Campus Housing Website. Communication can be sent through our email system with a reply email configured to an email address of your choice.

Additionally, our reporting gives you the ability to pull in a list of current Property Managers (labeled “Contact List”) which can be separated into different groups (Individuals, or Communities/Companies). This list can then be exported into a csv. file. This report includes contact information such as email address, phone number, address, package level, etc. Similar to this report, we also have a report that allows a university to pull in registered users (students, faculty and staff) within a specific time period. This report pulls in information such as name, email address, school year, etc.

l. Describe the process for university admins to remove properties/landlords that have been deemed unsafe or not in compliance.

The University has full and total control of who may and may not list on the JMU Off-Campus Housing Website. We take this very seriously and understand that issues can and do arise. If a university wishes to request that a property, management company or private landlord be removed from the website, our team will deactivate their listing(s), notify the community and refund any portion of prepaid service (if applicable). Additionally, we will not allow this community/company to list on the website again unless the university notifies us that they are comfortable with allowing that property access again.

m. Describe the analytics provided to university admins. Include detail on how the analytics are accessed.

We have a variety of reporting tools available to James Madison University and area property managers. Reporting tools and analytics may be accessed by logging into your administrative portal. Multiple members of the JMU team may receive this access and can be added at any time upon request.

Since CoStar Group is the leading provider of real estate information, analytics and online marketplaces, Off Campus Partners can provide James Madison University with a variety of site reporting tools to analyze user activity, number of properties listed, etc. Our additional suite of online services enables clients/partners to analyze, interpret and gain unmatched insight into property values, market conditions and current availability. We have the largest professional research team, which makes over one million calls each month to apartment owners and property managers. The research team collects and verifies current availability, rental rates, pet policies, fees, leasing incentives, concessions, and more.

Our on-demand site reporting tools available to James Madison University site administrators include:

- **Site Activity Report:** customized by date range and includes statistics for new registered users (student/guest), new property manager users, new property listings (from property listers or university affiliates), and site usage (lead emails and visits/pageviews).
- **Annual Site Activity Report:** compiles monthly site activity statistics into an annual report view that can be exported as a CSV file.
- **Rent History Report:** queries the database for average rental rates by bedroom, bathroom, and neighborhood.
- **Current Subscriber Contact List (Contact List):** provides a list of all communities, management companies or private landlords with active accounts on the website.
- **Google Analytics:** provides overall site usage (unique visitors, pageviews, average time on website, language, browsers/devices used to access website, etc.). This report can be delivered on-demand or on a monthly basis via email.
- **New Student Demographics:** displays the number of newly registered university users by affiliation within a specified data range.
- **Roommate Profiles Added:** provides a total number of new roommate profiles by affiliation that have been added to the site within the specific date range.

Continued from Requirement m. on page 28

Harrisonburg, VA Market Insights and Reports

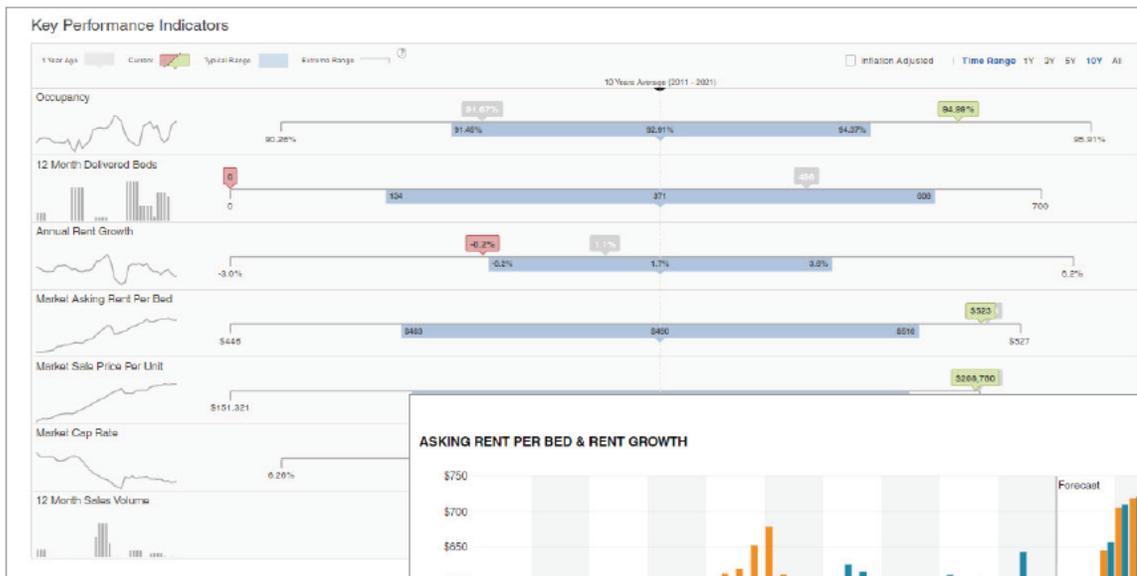
The quantity and quality of data we can provide our university partners is unmatched. We have the largest professional research team, which makes over one million calls each month to apartment owners and property managers and conducts aerial research via a Cessna Grand Caravan flying around the country everyday. This team collects and verifies current availability, rental rates, pet policies, fees, leasing incentives, concessions, and more.

As a result, we can provide our university partners with information to analyze, interpret, and gain insight into property value, market conditions, and availability. Your University Relations Manager, Kerry Brown, can provide you with the JMU Market Report (periodically and upon request). This report provides real-time data from CoStar on Harrisonburg, VA market conditions, current availability, and property values. This data could help you support and inform students while allowing the university to examine and review information related to the local market. Please find a few examples of the many available Harrisonburg rental market insights below.

CoStar Group's Cessna Grand Caravan C208



Key Performance Indicators



Asking Rent per Bed



n. Provide detail on how the site renders on different mobile devices.

The Off-Campus Housing Website is designed to be compatible with all devices at any given time (desktop, tablet and mobile options). No matter the device that is being used, the same navigation tools are available to the user to ensure the full search experience. The map tools and functionality are also supported on tablet and mobile devices, with the ability to incorporate points of interest and public transit options, ensuring the website is more interactive than ever.

Users can easily zoom in and out with the pinch of a finger. Blue dots on the map represent different property listings (same as the desktop experience). The property listing results update based on the area on the map a user is searching. When a property listing icon is selected, the listing information will appear at the bottom of the screen. From there, a user can contact the property directly (by email or phone) or click on the listing to view the full Property Details Page. When a user is on a mobile device and clicks on a property’s phone number, they will be able to make a direct call to the listing contact.

In addition, the mobile experience still allows users to apply multiple filters and view listings within a list view if that is their preferred search method.

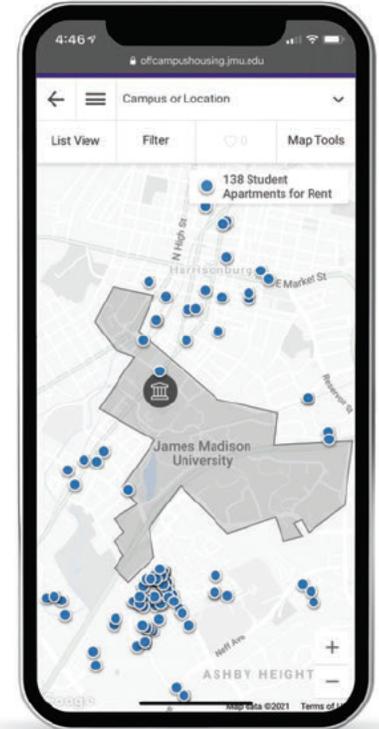
o. Describe any mapping within the site that allows users to see listing’s proximity to campus and transportation services.

Our map-based search allows users to browse housing options within a preferred distance to campus in relation to transit routes and points of interest, such as shopping, restaurants, banks, fitness, coffee, etc. A university partnership with Transloc would allow shuttle route information to be shared with us and displayed on the map. In addition, we display public transit options directly on the map using Google Transit. A student can then select multiple routes to see which properties have a bus stop nearby or are on a certain route. Finally, the housing search also supports a searchable filter (Near Bus Stop) for properties that are located close to a bus stop to campus.

Included within the Filters search bar at the top of the Housing page is the option to display listings based on their distance to campus (e.g select “Closest to Campus” within the Sort). Additionally, included within every property listing placard is the calculated distance to campus broken down by mileage (e.g. .2 miles to campus).

Within the “More Filters” option, a student can also select the Distance to Campus in which they would like their search to include. Options include “1 mile or less”, “2 miles or less”, “3 miles or less”, etc.

Mobile Map



C. Property Owner/Management Firm Relationships and Listings

a. Describe how the site will be marketed/publicized.

Boosting the efforts of our 300 + sales associates to ensure we attract and retain the full spectrum of housing options JMU students seek, we bring the marketing expertise and resources of the Apartments.com marketing team to the JMU site. This team has impressive results driving traffic (average of 50 million visitors/month and the #1 most visited apartment network for 52 consecutive months) and inventory (53,000 apartment community customers, 60,000 individual owner listings per month). In the last five years alone, JMU students, faculty, and staff members have visited the site over 600,000 times to browse hundreds of listings. This year, we are investing \$250 million in marketing campaigns to drive traffic to our network of site, including the JMU site.

Our robust marketing investment includes digital marketing, promotional videos and items to support the program, and additional marketing collateral for you at no added cost or reduction in revenue share. Providing this level of marketing support without a reduction in your revenue share makes us unique.

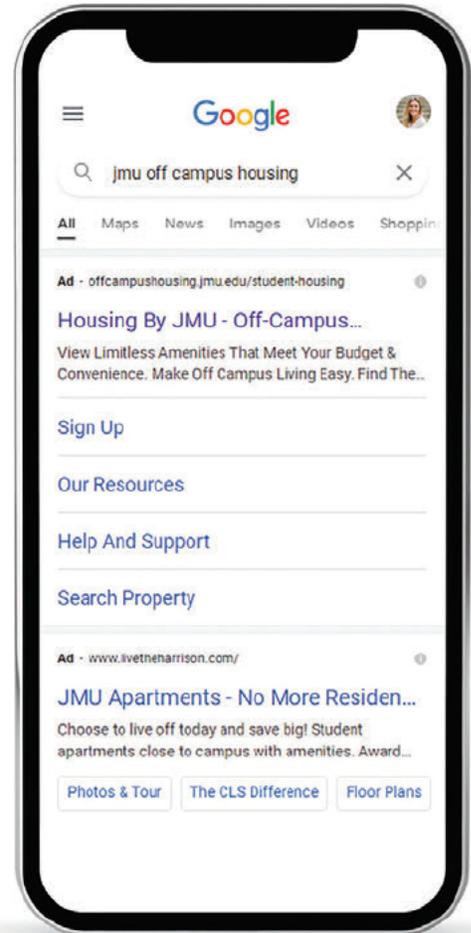
In addition to marketing the website to prospective property listers through targeted advertising, our marketing goals for the JMU site include:

- Create awareness of the off-campus housing service among students searching for off-campus housing and roommates, helping others with their search, and renting properties.
- Drive traffic to the site and promote usage of the rental database and roommate finder.

To facilitate these efforts, we have created a university marketing plan, which can be found in Appendix B on page 71.

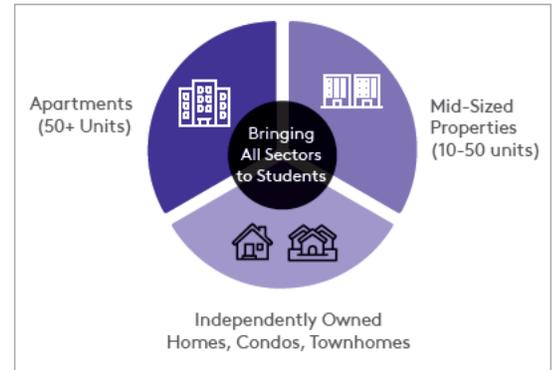
b. Advertised properties must be safe and comply with all property laws/regulations (federal, state, local). Describe how your firm validates compliance.

Agreed. We require all property listers to agree to the site [Terms of Service](#), which includes a requirement to abide by all applicable laws. In addition, the University may request the removal of any lister or listing at any time, for any reason. JMU maintains control of the site at all times, including content, listing criteria, site disclaimers, etc. and if desired in the future, Off Campus Partners' software gives JMU the ability to approve/deny property listings before they can appear on the website. While we do not inspect properties nor guarantee safety, we share your commitment to helping JMU students connect with legal and safe units.



d. Describe how potential listings are determined and solicited.

We know that students want a variety of housing options, so our platform supports listings from apartment communities, to rooms in private homes and everything in between. As a part of the Apartments.com network, we have details and contact information for every property in the Harrisonburg market and personal relationships with property managers throughout the area. We have the most comprehensive information about current properties in the market and our research team is always on the lookout for new construction. In addition to our personal relationships with property managers in the area, we also have contacts at the corporate level, helping to maximize new signups and ensure renewals.



JMU has a dedicated, local Apartments.com Sales Associate who visits with apartment communities and companies in their portfolio every 60-90 days, helping to build new clients and maintain existing relationships. To leverage the existing Apartments.com client base and maximize the quantity of quality leads to property managers, we also offer the off-campus housing service as part of a bundle with the Apartments.com network, creating a comprehensive and unified solution for property managers.

We are uniquely positioned to attract and retain a full spectrum of housing providers JMU students seek:

- **Apartment Communities:** Our team of local sales associates have developed a custom presentation and have conducted and continue to conduct face-to-face visits (now in a virtual environment) to obtain, service, and retain clients.
- **Mid-Market Operators:** A dedicated team focuses on outreach to property operators with less than 50 units. Owners located in Harrisonburg can list on the JMU Off-Campus Housing Website as part of this effort.
- **Individual owners:** Individual owners can sign up and list directly on the JMU Off-Campus Housing site. Additionally, through our new proprietary individual owner listing feed from Apartments.com, we are able to populate the site with additional individual owner listings (if desired).

As mentioned in Section X. B on page 68, we offer distinct pricing for all types of property managers to ensure they are provided with a cost-effective solution for finding renters through the JMU site. We also manage subscription renewals, handling all billing, collections, and other inquiries throughout the year.

e. Describe how current listings are managed by your firm.

Listings are reviewed by our Account Coordinator team upon account and listing set up for Multifamily Properties. Our team will review the content of the listing to ensure there is no discriminating or questionable language.

Additionally, in order to ensure listing freshness and the most up to date information, we have the ability to update listings through automated data feeds from up to 48 third-party providers. This provides student renters accurate listing information, and students can easily view which listings have been updated recently. All listing placards and the Listing page include the last time the listing was updated (e.g. "Updated Today", "Updated 2 Weeks Ago").

f. Detail the experience and contact information of the individual(s) at your firm that will manage property owner/management firms' relationships.

Nichol Kruger-Joyce is your dedicated, local Apartments.com Sales Associate who visits with Harrisonburg apartment communities and companies every 60-90 days. Her complete bio can be found in Section 3. A on page 10, and her contact information is as follows:

Nichol Kruger-Joyce
Sales Associate
Mobile: [REDACTED]
Email: njoyce@costar.com

e. Provide detail on how often current property owners/management firms are contacted and their ability to provide feedback to your firm.

As previously mentioned in Section 3. A. iii, page 5, the sales team is required to visit clients every 60-90 days, and our Service Assurance Team measures the volume, accuracy, and quality of client and prospect meetings held by our sales associates. When asked how likely they are to recommend Apartments.com to a friend, our clients give us 9.7 out of 10.

f. Detail listing package options that will be offered to property owners/management firms. Provide screen shots to illustrate how various listing types are displayed on the site. (Provide associated package cost in Section X. Pricing Schedule).

Off Campus Partners will assume responsibility for property manager outreach, including sales and customer retention calls, invoicing, collections, and handling any disputes that may arise. Property owners/management firms are currently offered the following listing package options on the JMU site:

Diamond <i>Previously Purple Premium</i>	Platinum <i>Previously Purple Large</i>	Gold <i>Previously Purple Medium</i>
<ul style="list-style-type: none"> • Property Listing(s) can include: <ul style="list-style-type: none"> ○ Up to <u>100</u> Photos (you provide) ○ Unlimited Text Description ○ Searchable Property Amenities ○ Email/Phone/Text Links ○ Map (Calculated Distance to Campus) ○ Website & Virtual Tour/ Video Links ○ Social Media Links • Site Statistics • Tier 1 Placement in Search Results 	<ul style="list-style-type: none"> • Property Listing(s) can include: <ul style="list-style-type: none"> ○ Up to <u>100</u> Photos (you provide) ○ Unlimited Text Description ○ Searchable Property Amenities ○ Email/Phone/Text Links ○ Map (Calculated Distance to Campus) ○ Website & Virtual Tour/ Video Links ○ Social Media Links • Site Statistics • Tier 2 Placement in Search Results 	<ul style="list-style-type: none"> • Property Listing(s) can include: <ul style="list-style-type: none"> ○ Up to <u>100</u> Photos (you provide) ○ Unlimited Text Description ○ Searchable Property Amenities ○ Email/Phone/Text Links ○ Map (Calculated Distance to Campus) ○ Website & Virtual Tour/ Video Links ○ Social Media Links • Site Statistics • Tier 3 Placement in Search Results

Continued from Requirement f. on page 34

Apartment communities appear in the left-hand column of the search results, and single-family home listings and sublets appear in the right-hand column. Diamond subscribers appear highest in the search results (sorted randomly) and are followed by Platinum, Gold and independent owner & sublet listings in that order.

You can find package costs in Section X. B. on page 68.

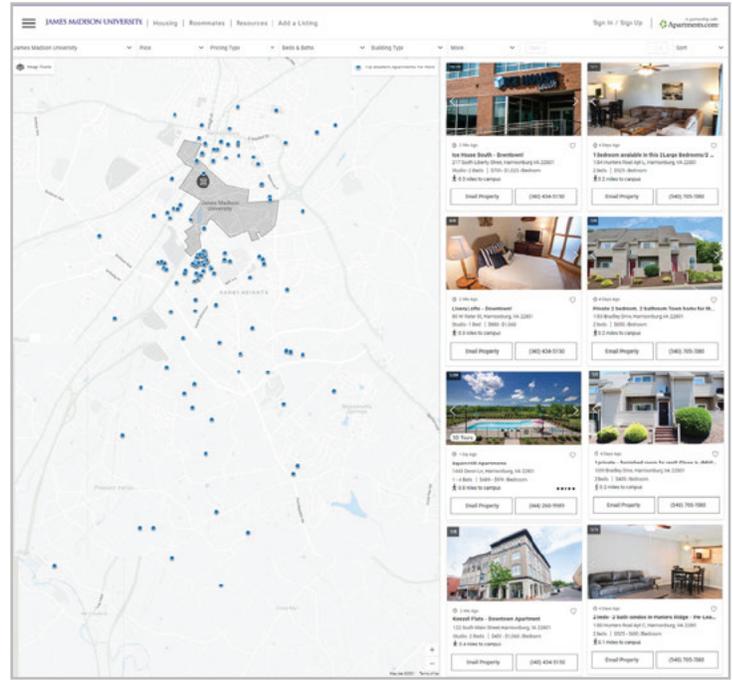
g. Describe how a property owner/management firm would update/customize listings.

Individual/private owners, property management companies, and apartment communities access and control the content of their listing information through their user portal. Property listers may also view and manage leads, update listing information in real time, upload photos, etc. No matter the size of the community or portfolio, property listers have the same level of access to update their listings.

We know accurate listing information is critical for students, so we also automate data feeds from 48 third-party providers, which maximizes accurate listing information for student renters. Listings also clearly display when they were updated last.

Additionally, the Off Campus Partners' customer support team is available to JMU administrators, students, and listers online via email 24 hours day, seven days a week, with live technical and customer support from 9:00am-8:00pm (ET) Monday through Friday.

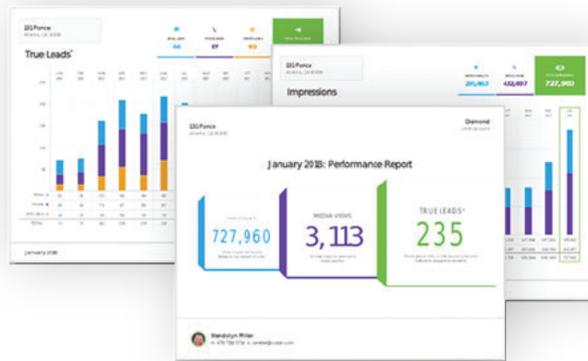
Housing Search Sort



h. Describe the analytics provided to property owners/management companies. Include detail on how the analytics are accessed.

JMU benefits from a dedicated local Apartments.com Sales Associate who visits with apartment communities and companies in their portfolio every 60-90 days, helping to build new clients and maintain existing relationships. Quarterly property visits include onsite client consultation, and each quarter the sales associate will provide the properties with the following reports:

- **Lead Performance:** The Lead Performance Report gives communities a detailed look at how advertising is performing on the network. Insights include: how many renters saw the listing, how many viewed videos or took a Matterport 3D tour of the community, and how many became True Leads™.
- **Local Market Insights:** The Local Market Insights Report highlights the top-searched amenities in the market, where most renters are searching from, and other pertinent local market data.
- **Rent Comparables:** The Rent Comparables Report educates communities on their true competitor properties (as determined by renter activity on the site) and the rent, amenities, etc. they offer. The report also includes rent trends, vacancy, and new construction in the market.



Lead Performance



Local Market Insights



Rent Comparables

i. Describe the payment processes offered to property owners/management companies.

Management Companies, Apartment Communities, and anyone with an active subscription agreement are invoiced directly by the Accounts Payable team within CoStar Group. Companies have the option to pay monthly, quarterly, bi-annually, or annually for their services. Payments may also be submitted by check or ACH payment, and those payments also processed by our Account Payables team.

Individual Property Owners and landlords may pay to list directly through the website by submitting payment via credit card through PayPal. Off Campus Partners does not store or process credit cards on our servers, as our credit card purchases are processed through PayPal's Payflow Pro product. PayPal is a PCI-compliant processor (see VISA's list of verified global service providers), and processes over \$550 billion in payments annually.

D. Payment Processing

James Madison University does not process payments over a secure network and relies solely on Point to Point encryption. All vendors with network connected solutions that process payments or redirect to a payment processor are required to use a validated Point-to-Point (P2Pe) solution for all in person, by phone or mail transactions. Vendors currently not utilizing a validated P2Pe solution are required to integrate with a payment processor and/or encryption service providing validated P2Pe encryption prior to payment processing at JMU. (The university currently uses Bluefin Payment Systems in all locations and the solution must be validated).

a. Describe your proposed solution's payment processing system. Make sure to address P2Pe encryption and if it integrates with any existing PCI-validated P2Pe systems, like Bluefin.

Off Campus Partners handles credit card processing through PayPal's PayFlow Pro Link credit card processing product which is integrated into Off Campus Partners' software to link to PayPal for credit card payments. All transactions are seamlessly hosted on PayPal's secure servers. PayPal ensures PCI compliant standards for data protection.

b. Provide the following if the proposed solution processes card holder data or redirects to a separate payment site:

- i. Up-to-date, signed documentation that the proposed solution and firm is compliant with all PCI-DSS requirements.**
- ii. Documentation of your firm's most recent PCI system scan and the signature page from your Attestation of Compliance (AOC).**
- iii. If your firm and/or the proposed solution is not PCI-DSS compliant, explain why your firm/solution falls outside PCI-DSS scope and provide the most recent SOC 1 or SSAE-16 report.**

Agreed. Please find PayPal's SOC 1, SOC 2 and AOC reports in Appendix C on page 84. Please note that Paypal considers these reports confidential, and we are only able to share them with our University Partners.

E. Information Technology:

- a. Provide a response to the Higher Education Community Vendor Assessment Toolkit (HECVAT).
Attached as a separate Excel spreadsheet (Attachment F).**

Agreed. As requested, our HECVAT can be found in the separately attached zip file labeled Off Campus Partners - HECVAT (titled as RFP# LBS-1096_Off Campus Partners_HECVAT203). We've also provided additional documentation required by the HECVAT in this zip file.

- b. Provide an authorized signature on the JMU Information Technology Services Addendum (Attachment D).**

Agreed. Please see Section 4, Attachment D on page 56.

- c. Provide copies of any licensing, service level agreements, or other standard documents that your firm would request be included with a resulting contract.**

Agreed. Please see Section 4, Attachment C on page 43 for a copy of our proposed service and licensing agreement.

- d. Provide an authorized signature on the Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form (Attachment E).**

Agreed. Please see Section 4, Attachment E on page 62.

4. Required Documents/Information

Attachment A: Offeror Data Sheet

Attachment B: Small Business Subcontracting Plan

Attachment C: Sample of Standard Contract

Attachment D: Information Technology Services Addendum

Attachment E: Commonwealth of Virginia Agency Contract Form Addendum

Attachment F: Higher Education Cloud Vendor Assessment Tool (HECVAT)

Company Sales Information

X. Proposed Cost/Pricing Schedule

**ATTACHMENT A
OFFEROR DATA SHEET
TO BE COMPLETED BY OFFEROR**

- QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
- YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.
Years 18 Months 9
- REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/ PHONE #
University of Virginia	16 Years	2 Monroe Hall Charlottesville, Virginia 22903	Countess Hughes (434) 924-3314
East Carolina University	14 Years	101 Heart Dr, Greenville, NC 27834	Brandy Daniels (252) 737-1060
Northern Arizona University	2.5 Years	7 E. University Dr. Flagstaff, AZ 86011	Leslie Mitchell (928) 523-5931
University of North Carolina, Wilmington	13 Years	601 S College Rd, Wilmington, NC 28403	Stephanie Ganser (910) 962-3119
Clemson University	11 Years	105 Sikes Hall, Clemson, SC 29634	Kimberly Poole (864) 656-0471

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

Off Campus Partners, LLC
Physical Address: 946 Grady Avenue, 3 rd Floor, Charlottesville, Virginia, 22903
Mailing Address: PO Box 5664, Charlottesville, Virginia, 22905

- 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: Off Campus Partners, LLC Preparer Name: Tiffany Crosby

Date: 2/1/2021

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: **LeeAnne Beatty Smith/540-568-7523**

Date Form Completed: **2/1/2021**

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

Offeror/Proposer:

Off Campus Partners, LLC **946 Grady Avenue, 3rd Floor, Charlottesville, Virginia, 22903**
Firm Address

Tiffany Crosby/434-996-1308
Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
					N/A. This contract does not involve a purchase of good and services, but is a revenue generating contract.

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C

SAMPLE OF STANDARD CONTRACT & PROPOSED EXCEPTION TO VIII. SPECIAL TERMS AND CONDITIONS

Redacted- Negotiation Summary reflects all negotiation exceptions

OFF CAMPUS PARTNERS, LLC STANDARD UNIVERSITY SERVICE & LICENSING AGREEMENT
PROPOSED AGREEMENT FOR UNIVERSITY REVIEW

OFF-CAMPUS HOUSING SERVICE AND LICENSING AGREEMENT

Redacted pages 44-55

Negotiated Service and Licensing Agreement at the beginning of the Contract.

ATTACHMENT D

SUMMARY OF REQUESTED AMENDMENTS TO

ATTACHMENT D JAMES MADISON UNIVERSITY'S INFORMATION TECHNOLOGY SERVICES ADDENDUM

Redacted pages 56-61

Negotiated IT Services Addendum at the beginning of the contract

ATTACHMENT E

COMMONWEALTH OF VIRGINIA AGENCY
CONTRACT FORM ADDENDUM CONTRACTOR'S FORM

Redacted pages 62-63

Executed Commonwealth of Virginia Addendum Form at the beginning of the contract

ATTACHMENT F

HIGHER EDUCATION CLOUD VENDOR ASSESSMENT TOOL (HECVAT)

As requested, our HECVAT can be found in the separately attached zip file labeled Off Campus Partners - HECVAT (titled as RFP# LBS-1096_Off Campus Partners_HECVAT203). We've also provided additional documentation required by the HECVAT in this zip file.

Company Sales Information:

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.

We currently provide our service to the following VASCUPP institutions:

- James Madison University
- Old Dominion University
- Virginia Commonwealth University
- Virginia Tech
- University of Virginia
- William & Mary

Our service to these institutions is provided at no cost (\$0) to each institution.

Proposed Cost/Pricing Schedule

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs including, but not limited to, the following:

- A. Detailed Revenue Sharing Model/Licensing
- B. Property Owner/Management Firm Listing Package Pricing
- C. Sublease Listing Pricing
- D. 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/merchantsurcharging-qa-for-web.pdf>.

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Detailed Revenue Sharing Model/Licensing

We recognize the importance of providing JMU with a steady source of revenue to invest back into programs for your students. Over the life our partnership, we have provided JMU with revenue share payments totaling \$300,593.14 for revenue attributed to the listing service portion of the service and an additional \$165,115.61 in revenue collected for the membership program, which we promote and includes property brochures in the Off-Campus Life Office, advertisements in the Off-Campus Life Housing Guide and participation in the Fall and Spring Housing Fairs. The University currently receives a tiered revenue share for the listing service portion of the service and 100% of membership program fees collected by OCP. As you'll see below we are offering the University two revenue share options to choose from: 1) to continue with the current plan or 2) move towards a guaranteed revenue share plan.

Option 1: Maintain Your Current Revenue Share Plan

Listing Fee Revenue: This option provides James Madison University bi-annual payments based on the listing service revenue generated by the site according to the tier structure included below.

Current Revenue Share Plan	
Cumulative Net Fees Collected	% Share to JMU
Up to \$10,000	5%
Next \$10,000	15%
Next \$10,000	25%
Next \$10,000	35%
Amounts over \$40,000	45%

Membership Fee Revenue: In addition, we would continue to provide the University with 100% of the additional membership program fees collected (e.g., fees for housing fairs, guides, etc.).

Option 2: Shift to A Guaranteed Revenue Share Plan

Listing Fee Revenue: Off Campus Partners will pay to the University an annual revenue share payment of \$32,500 in the form of an ACH electronic payment for the listing service portion of the packages. The University's revenue share payment will increase by three percent (3%) annually in each successive year. We can continue to share revenue on the current bi-annual schedule, or we can issue the revenue share payment on an annual, quarterly, or monthly basis. The goal of this option is to provide the University with a guaranteed amount for budgeting and planning purposes. We arrived at this figure by increasing your highest annual revenue share payment by 10%.

Year	Annual Revenue Share Payment
1	\$32,500
2	\$33,475
3	\$34,479

Membership Fee Revenue: In addition, we would continue to provide the University with 100% of the additional membership program fees collected (e.g., fees for housing fairs, guides, etc.).

B. Property Owner/Management Firm Listing Package Pricing

The current rates for property owners and apartment communities/property management companies to list on the JMU site are included below.

Individual Owners (Less than 10 units)

Package	Annual Price
Regular	\$75/listing
Featured	\$100/listing

Apartment Communities & Property Management Companies

STEP ONE: SELECT SUBSCRIPTION PACKAGE			
ONLINE	Diamond (Previously Purple Platinum)	Platinum (Previously Purple Large)	Gold (Previously Purple Medium)
JMU OCL Listing Service Website Features:	<ul style="list-style-type: none"> Property Listing(s) can include: <ul style="list-style-type: none"> Up to 100 Photos (you provide) Unlimited Text Description Searchable Property Amenities Email/Phone/Text Links Map (Calculated Distance to Campus) Website & Virtual Tour/ Video Links Social Media Links Site Statistics Tier 1 Placement in Search Results 	<ul style="list-style-type: none"> Property Listing(s) can include: <ul style="list-style-type: none"> Up to 100 Photos (you provide) Unlimited Text Description Searchable Property Amenities Email/Phone/Text Links Map (Calculated Distance to Campus) Website & Virtual Tour/ Video Links Social Media Links Site Statistics Tier 2 Placement in Search Results 	<ul style="list-style-type: none"> Property Listing(s) can include: <ul style="list-style-type: none"> Up to 100 Photos (you provide) Unlimited Text Description Searchable Property Amenities Email/Phone/Text Links Map (Calculated Distance to Campus) Website & Virtual Tour/ Video Links Social Media Links Site Statistics Tier 3 Placement in Search Results
IN PRINT			
<i>Off-Campus Life Housing Guide</i>	<ul style="list-style-type: none"> 1 line to include property name, phone, bedrooms, bathrooms, amenities up to 12* 	<ul style="list-style-type: none"> 1 line to include property name, phone, bedrooms, bathrooms, amenities up to 12* 	<ul style="list-style-type: none"> 1 line to include property name, phone, bedrooms, bathrooms, amenities up to 12*
ON CAMPUS			
<i>Housing Fairs</i>	<ul style="list-style-type: none"> 1 Table at each of 2 Fairs* <ul style="list-style-type: none"> Fall & Spring 	<ul style="list-style-type: none"> 1 Table at each of 2 Fairs* <ul style="list-style-type: none"> Fall & Spring 	<ul style="list-style-type: none"> 1 Table at each of 2 Fairs* <ul style="list-style-type: none"> Fall & Spring
<i>Off-Campus Life Office</i>	<ul style="list-style-type: none"> Property Brochure 	<ul style="list-style-type: none"> Property Brochure 	<ul style="list-style-type: none"> Property Brochure
Total Bundled Package Cost:	<input type="checkbox"/> \$5,200/year (up to 200 units)	<input type="checkbox"/> \$3,700/year (up to 200 units)	<input type="checkbox"/> \$2,000/year (up to 200 units)

The pricing above includes the cost of the membership packages offered to apartment communities and property management companies. We also offer the off-campus housing membership program as part of a bundle with the Apartments.com network, creating a comprehensive and unified solution for property managers.

Most properties choose to participate in the full membership program, however, we also offer a Silver level package for the listing service only if requested by the property.

C. Sublease Listing Pricing

Currently, students pay \$25 to post a sublet listing; however, many of our university partners have chosen to allow students to post 1 sublet listing annually at no cost. We'd be happy to keep the current pricing or update to allow students to post a free sublet listing.

D. All Other Cost (including optional costs)

There are no other costs associated with the service.

5. Appendices

Appendix A: Kerry Brown's Resume

Appendix B: University Marketing Plan Overview

Appendix C: PayPal Reports (SOC 1, SOC 2, & AOC)

Appendix A: Kerry Brown's Resume

Your University Relations Manager, Kerry Brown, will continue to conduct regular relationship checkpoints with you and collaborate to continuously improve the program. Building and maintaining a strong, positive relationship with JMU is of the utmost importance to us. If a concern or issue arises, Kerry would develop an action plan for any opportunities or issues that are identified. Please find her resume below:

KERRY BROWN, MARKETING DIRECTOR
[REDACTED] KBROWN@COSTAR.COM

PROFILE Experienced and energetic Marketing Director with over 20 years of experience providing strategic and practical advice to achieve company marketing efforts. Bringing forth years of valuable industry experience and expertise in identifying and implementing the most effective marketing methods and tools to achieve success. Highly organized individual with excellent interpersonal skills. Solid academic background with strong emphasis on both oral and written communication.

EMPLOYMENT HISTORY

Oct 2007 – Present	<p>Marketing Director and University Relations Manager, Off Campus Partners/CoStar Charlottesville</p> <p>Marketing Director Role</p> <ul style="list-style-type: none"> • Work with the implementation team to market new university site launches of off-campus websites through promotional materials, social media, etc • Assist university partners in advertising the off-campus websites to students and promoting off-campus events and education • Organize and build Virtual Housing Fairs for university partners to assist students in their search for housing during the pandemic <p>University Relations Manager Role</p> <ul style="list-style-type: none"> • Work alongside the University of Virginia housing office and James Madison University Off Campus Life office to promote the off-campus website to both properties and students • Assist the university sponsor with on-campus events such as housing fairs, educational sessions, students panels, etc
1992 – 2006	<p>Regional Marketing Manager, Management Services Corporation Charlottesville</p> <ul style="list-style-type: none"> • Oversaw and assisted all MSC managed properties throughout the state of Virginia in all marketing efforts • Planned, executed, and managed ongoing marketing efforts to reach maximum gross potential and occupancy

EDUCATION

Sept 1995 – Dec 1997	B.A. in English, University of Virginia, Charlottesville
Feb 2021 – Feb 2021	A.A.S. in Computer Information Systems, Piedmont Virginia Community College Charlottesville

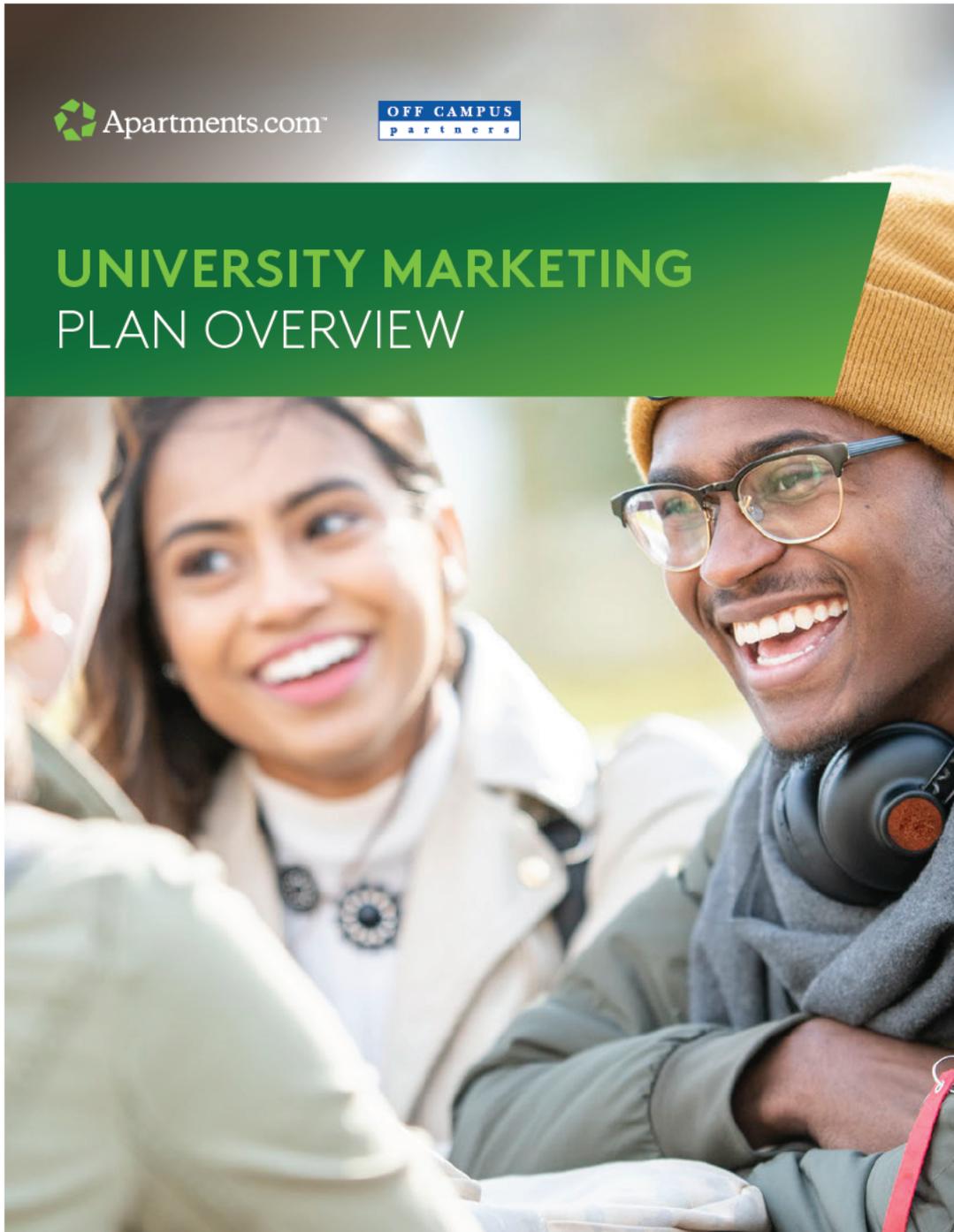
SKILLS

Ability to Multitask •Expert	Marketing Strategy •Expert
Leadership and Teamwork •Expert	Able to manage and implement Social Media campaigns •Experienced
Communication Skills •Expert	Virtual Event Planning •Expert

Appendix B: University Marketing Plan Overview

On the following pages you will find our University Marketing Plan. Our University Marketing Plan provides our university partners with a guide to help develop a unique plan on how you'll be able to best market the service to students, faculty and staff, while providing sample materials to give you items to borrow or inspire new ideas. In addition, the marketing plan highlights the many ways Off Campus Partners will provide support and market the site to students and property listers to ensure the site's success.

University Marketing Plan Overview



University Marketing Plan Overview *continued*



TABLE OF CONTENTS

INTRODUCTION	1
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EXHIBIT D - BROCHURES	9
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University Marketing Plan Overview *continued*



We are here to help you educate students, faculty/staff and parents about the off-campus service. Generating site usage is key to the service's success both as a robust resource for students, and as a valued tool for area landlords and property managers.

We welcome you to use this template to help you create your Marketing Plan for the Off-Campus Housing Service. We've included some sample materials that other schools have created to give you items to borrow or inspire new ideas.

THINGS TO CONSIDER

GOALS OF UNIVERSITY MARKETING PLAN:

- 1** To create awareness of the off-campus housing service among all members of the university community who are searching for off-campus housing and roommates, helping others with their search, and renting properties.
- 2** To drive traffic to the site and promote usage of the rental database and roommate finder.

AUDIENCE OVERVIEW:

POTENTIAL ON-CAMPUS DEPARTMENTS

- Off-Campus Housing/Commuter Affairs
- Dean of Students/Student Affairs
- Admissions
- Housing & Residence Life
- Graduate Schools
- Transfer Students
- International Students
- Human Resources
- Parents Association
- Campus Life

UNDERGRADUATE STUDENTS

- Currently On Campus, Moving Off-Campus
- Currently Off-Campus, Not Graduating
- Transfer Students
- International Students
- Study Abroad Students

PARENTS & FAMILIES

All parents who are participating in the off-campus housing process with their students by assisting with the search.

GRADUATE STUDENTS

- Current
- Incoming
- International

FACULTY & STAFF

- Incoming Faculty/Staff
- Current Faculty/Staff

University Marketing Plan Overview *continued*

HOW TO PROMOTE THE SERVICE AT LAUNCH AND THROUGHOUT THE HOUSING SEASON:

- Link throughout the university website to provide information at the point-of-need.
- Include in appropriate University publications, emails, etc.
- Educate key faculty/staff/students who interact with members of the target audience.
- Publicize on campus through events, activities, and postings.
- Anything else to get the word out to the university community we're all working together to serve!

YOUR OUTREACH/MARKETING PLAN TASK LIST TEMPLATE

 **MAKE SITE EASY TO FIND ON UNIVERSITY WEBSITE**

Add links to the service throughout the university website:

- Admissions (Undergraduate & Graduate)
- Housing & Residence Life
- Student Portal Page
- Dean of Students & VP Student Affairs
- Transfer Student Page
- International Student Page
- Individual Graduate School Pages (e.g., Law, Medicine, Business)
- Faculty/Staff Pages
- Human Resources
- Parents Section of University site
- Parents Association
- University App
- Other:
- Other:
- Update indexing for searching parties (A to Z index, university search engine)
- Create button or icon to link to site from your webpage (see Exhibit A)

 **INCLUDE INFORMATION ABOUT SERVICE IN APPROPRIATE DIGITAL/ELECTRONIC MATERIALS/PUBLICATIONS/LISTSERVS, ETC.**

Announce service to university community at launch & during key housing search times:

- Email to all students
- Post on your department's social media platforms and request posts from other key university accounts
- Press Release to university & community newspaper (See Exhibit C)
- "Daily Announcement" Headlines
- Other:
- Other:

University Marketing Plan Overview *continued*

 INCLUDE INFORMATION ABOUT SERVICE IN APPROPRIATE DIGITAL/ ELECTRONIC MATERIALS/ PUBLICATIONS/LISTSERVS, ETC.

- Faculty Email/Newsletter
- Parents Newsletter & website
- Add a link to Guidebook (if applicable)
- Other:
- Other:
- Distribute brochures at appropriate venues on campus: (See Exhibit D)
- Conduct hands-on demonstration of site & incorporate site address into literature from key offices
- Promote at New & Transfer Student Orientation presentations
- Promote at Graduate Student admitted student "sell" sessions
- Flyers around campus or chalking sidewalk with web address
- Advertisements and/or articles in student newspaper, etc.
- Table set up at housing fair (See Exhibit E)
- Other:
- Other:

TO DO'S:

University Marketing Plan Overview *continued*

DIGITAL MARKETING PLAN IDEAS

SAMPLE DIGITAL MARKETING PLAN IDEAS

Dates: _____

PRE-LAUNCH IDEAS

Days/Weeks leading up to launch

- Coming Soon Teaser f t @
- Roommate Finder Teaser f t @
- Sublet Teaser f t @

LAUNCH IDEAS

Days/Weeks leading up to launch

- Dates: _____
- Announce Site has Launched f t @ m
 - Add Site Link to University App u

POST-LAUNCH IDEAS

Days/Weeks after launch

- Dates: _____
- Reminder to Check Out the Website f t @ m
 - Tell Your Friends About the Website f t @
 - Roommate Finder Focus f t @
 - Sublet Listing Focus f t @
 - Contact Us with Questions f t @

NOTES: _____

LEGEND



SOCIAL MEDIA



EMAIL BLAST



UNIVERSITY APP



NEWSLETTER

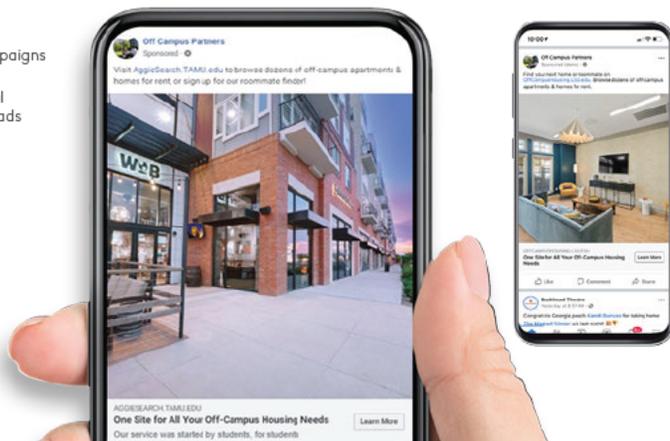
University Marketing Plan Overview *continued*

OUR MARKETING PLAN/RESOURCES PROVIDED TO YOU



DIGITAL MARKETING

- Organic & paid search campaigns (digital & social media)
- Provide call to action, social media, & digital TV display ads
- Sample email and/or newsletter template



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University Marketing Plan Overview *continued*

OUR MARKETING PLAN/RESOURCES PROVIDED TO YOU
(CONTINUED)



PRINT MARKETING

- Brochures
- Flyers
- Tabletop displays

ON-CAMPUS

- Participation in on-campus events (e.g. housing fairs)
- Program-branded giveaways



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University Marketing Plan Overview *continued*

EXHIBIT A
CREATE A BUTTON/ICON LINK TO THE SITE FROM YOUR WEBPAGE

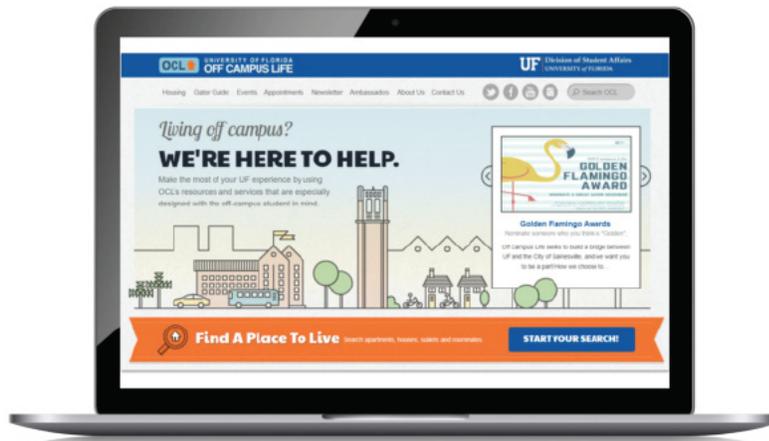


EXHIBIT B
SOCIAL MEDIA GRAPHICS



◀ INSTAGRAM

FACEBOOK ▶



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University Marketing Plan Overview *continued*

EXHIBIT C
EMAIL BLAST/NEWSLETTER ANNOUNCING NEW SERVICE

York University to launch a new off-campus housing service

December 17, 2018

Facebook Twitter + More 2

In the new year, York University is launching a new service for students: an online off-campus housing service that will list rental housing options from landlords interested in providing housing opportunities to students.

York has partnered with **Off Campus Partners** to create the York University Off-Campus Housing platform. The company has worked with university partners across North America since 2000.

York University is actively seeking listings to be included on the new website when it launches. It's a free service for staff and faculty to post a basic listing and it is easy to do, either by phone at 1-877-895-1234 or via email at info@offcampuspartners.com.

"Our hope is that our students – many of whom are seeking rentals for the first time – feel comfortable and confident seeking out off-campus housing through this platform that provides educational resources and other features not found on other sites," says Daryl Nauman, director of residence life at York University.

The service is designed to meet students' needs, enabling local property managers, individuals, faculty and staff to advertise vacancies directly on the University website.

The mobile-responsive service will be integrated with Passport York and open to all York community members. It provides students with:

- access to comprehensive property listings with photographs, floor plans, a map demonstrating proximity to campus, a list of amenities as well as contact information;
- an overview of the types of off-campus housing available;
- information about tenant rights and responsibilities;
- a roommate finder tool;
- message boards; and
- tips about how to choose a good landlord, living with roommates and safety.

Faculty and staff are strongly encouraged to list opportunities on this site to expand the types of rental rooms and apartments to counter the competitive Toronto rental market. Searching for a clean, secure place to live with a reliable and trusted landlord has become harder and harder for many students in the Greater Toronto Area.

The new website will be found at offcampushousing.yorku.ca. Faculty, staff and students can visit the site and enter their email address to be notified when the new site launches.

University Marketing Plan Overview *continued*

EXHIBIT D
DISTRIBUTE STUDENT BROCHURES AT APPROPRIATE VENUES
ON CAMPUS

FRONT OF BROCHURE

JMU's Off-Campus Housing Service



offcampushousing.jmu.edu

- JMU's official off-campus housing website
- Search a wide variety of off-campus housing listings
- Create & view roommate profiles
- Search & post sublets
- Resource section with valuable off-campus living information

JMU
JAMES MADISON UNIVERSITY.

BACK OF BROCHURE

Roommate Finder



- > Create your profile
- > View other profiles
- > Use the filters to find a good match!

JMU
JAMES MADISON UNIVERSITY.
Off-Campus Housing Service
offcampushousing.jmu.edu

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University Marketing Plan Overview *continued*

EXHIBIT E
UTILIZE DISPLAYS AT EVENTS & AROUND CAMPUS

TV DISPLAY AD



TABLE DISPLAY



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CONFIDENTIAL INFORMATION**Appendix C: PayPal Reports (SOC 1, SOC 2, & AOC)**

Below you will find PayPal's SOC 1, SOC 2, and AOC report as requested. We have requested the 2020 reports from PayPal but they have not all been released to us yet, so we've provided you with the most up-to-date versions of these reports that we have available at this time. We'd be happy to provide the University with the 2020 reports once we receive those from PayPal. Please note that PayPal considers these reports confidential, and we are only able to share them with our University Partners.

Redacted - Confidential Proprietary Information

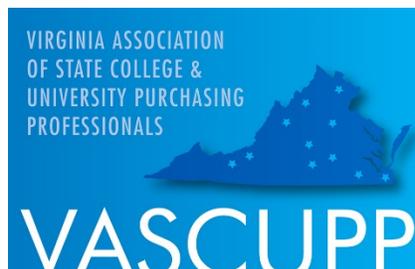


Request for Proposal

RFP# LBS-1096

**Off-Campus Housing Online
Database/Listings Site**

January 27, 2021



REQUEST FOR PROPOSAL
RFP# LBS-1096

Issue Date: January 27, 2021
Title: Off- Campus Housing Online Database/Listings Site
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 PM on February 25, 2021 for Furnishing The Services Described Herein.

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

All Inquiries For Information And Clarification Should Be Directed To: LeeAnne Beatty Smith, Buyer Senior, Procurement Services, smith2LB@jmu.edu; 540-568-7523; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

By:

(Signature in Ink)

Name:

(Please Print)

Date:

Title:

Web Address:

Phone:

Email:

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

YES; NO; *IF YES* ⇒⇒ SMALL; WOMAN; MINORITY ***IF MINORITY*** AA; HA; AsA; NW; Micro

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

REQUEST FOR PROPOSAL

RFP # LBS-1096

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	E. Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form (<i>All Offerors are required to complete</i>)		
	F. Higher Education Community Vendor Assessment Tool (HECVAT) - attached as a separate Excel spreadsheet (<i>All Offerors are required to complete</i>)		

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 Off-Campus Housing Online Database/Listings Site 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, that is part of the statewide system of public higher education in the Commonwealth. The university offers programs on the bachelor's, master's, and doctoral levels with its primary emphasis on the undergraduate student. JMU's current enrollment is approximately 22,000 full and part-time students. The university employs approximately 4,000 faculty and staff. Further information about the University may be found at the following website: <http://www.jmu.edu>.

JMU's Off-Campus Life (OCL) assists students in gaining necessary knowledge and skills to make informed decisions within the JMU off-campus community and to provide resources and support to help them thrive. OCL's educational resources and programs are targeted to benefit the entire university population, including on-campus students looking to make the transition to living off campus. JMU's OCL has provided students with an off-campus housing online database through Off-Campus Partners since 2001 that has allowed students to search for available housing, find roommates, and locate amenities that serve the unique needs of student renters. JMU's most recent contract with Off-Campus Partners expires in Summer 2021.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

The contractor shall have available and be able to demonstrate the use and functions of the following components and/or features for an off-campus housing database/listings site. It is expected that any proposed solution will already be fully developed, tested, available to the public, and available immediately for implementation. It is highly desired that the Contractor will provide a revenue sharing solution for the University. The solution shall provide for:

- Roommate search and matching options that are limited to JMU students, faculty, and staff.
- Contractor oversight processes to ensure properties listed are safe and in compliance with all federal, state, and local laws/regulations with the university having the ability to remove properties and landlords that have been found unsafe or nonresponsive.
- Contractor active outreach services to local property owners/management firms to obtain new listings/manage current listings.

Provide detailed responses to the following:

A. General

- a. Describe the implementation process and include a general timeline.
- b. Describe your firm's approach to customer service for:
 - i. University administrators
 - ii. University users
 - iii. Property Owners/Management Firms
- c. Provide detail on the background of your firm, including, but not limited to, history, years in business, leadership/organizational structure, all services offered, specialty areas, number of employees, locations, and impending changes to your organization.
- d. Describe your experience with higher education institutions, and provide a list of current higher education institutions utilizing your product.
- e. Specify who would be the university's main point of contact at your firm and provide their resume and contact information.
- f. Provide details on the roles of the university vs. the Contractor for managing the implementation of the software, the ongoing functionality of the site, and the property owners/management firm relationships.
- g. Detail your firm's ability to be present at and participate in university sponsored events, specifically the Fall and Spring Housing Fairs.

B. University User/Admin Site Functionality

- a. Provide examples/screenshots of the overall layout of the site and its navigation.
- b. Describe how university users/admins will authenticate to the site.
- c. Provide details on the information displayed to users for the following types of listings:
 - i. Apartment complex/housing provider with multiple units and styles;
 - ii. Single unit listing, such as a private homeowner with a room or apartment;
 - iii. Sublease listings.
- d. Describe the ability of a user to customize their search for available housing, and provide detail on the different type of search customization features available.
- e. Describe the ability of a user to create an account within the site. Specify the features that account creation provides (e.g. save searches, flag properties, create favorites).
- f. Describe the ability of a user to list subleasing opportunities. (*Provide associated cost in Section X. Pricing Schedule*).
- g. Describe the ability for university admins to customize the site, including use of university branding.

- h. Describe the ability for users to search for roommates, including:
 - i. General usability of the feature;
 - ii. Ability to create a personal profile to find a compatible roommate(s);
 - iii. Required profile inputs versus optional profile inputs;
 - iv. How individuals will be verified as JMU students, faculty, or staff;
 - ii. the security measures used to protect the user's identity and limit access to these profiles;
 - iii. How the profiles are archived or removed.
- i. Describe university admin's ability to post events or notices on the site.
- j. Describe university admin's ability to post a site disclaimer. Provide examples of where this would/could appear on the site.
- k. Describe the ability of university admins and/or the Contractor to email users with information on relevant events and resources.
- l. Describe the process for university admins to remove properties/landlords that have been deemed unsafe or not in compliance.
- m. Describe the analytics provided to university admins. Include detail on how the analytics are accessed.
- n. Provide detail on how the site renders on different mobile devices.
- o. Describe any mapping within the site that allows users to see listing's proximity to campus and transportation services.

C. Property Owner/Management Firm Relationships and Listings

- a. Describe how the site will be marketed/publicized.
- b. Advertised properties must be safe and comply with all property laws/regulations (federal, state, local). Describe how your firm validates compliance.
- d. Describe how potential listings are determined and solicited.
- e. Describe how current listings are managed by your firm.
- f. Detail the experience and contact information of the individual(s) at your firm that will manage property owner/management firms' relationships.
- e. Provide detail on how often current property owners/management firms are contacted and their ability to provide feedback to your firm.
- f. Detail listing package options that will be offered to property owners/management firms. Provide screen shots to illustrate how various listing types are displayed on the site. *(Provide associated package cost in Section X. Pricing Schedule).*
- g. Describe how a property owner/management firm would update/customize listings.

h. Describe the analytics provided to property owners/management companies. Include detail on how the analytics are accessed.

i. Describe the payment processes offered to property owners/management companies.

D. Payment Processing - James Madison University does not process payments over a secure network and relies solely on Point to Point encryption. All vendors with network connected solutions that process payments or redirect to a payment processor are required to use a validated Point-to-Point (P2Pe) solution for all in person, by phone or mail transactions. Vendors currently not utilizing a validated P2Pe solution are required to integrate with a payment processor and/or encryption service providing validated P2Pe encryption prior to payment processing at JMU. *(The university currently uses Bluefin Payment Systems in all locations and the solution must be validated)*

a. Describe your proposed solution's payment processing system. Make sure to address P2Pe encryption and if it integrates with any existing PCI-validated P2Pe systems, like Bluefin.

b. Provide the following if the proposed solution processes card holder data or redirects to a separate payment site:

- i. Up-to-date, signed documentation that the proposed solution and firm is compliant with all PCI-DSS requirements.
- ii. Documentation of your firm's most recent PCI system scan and the signature page from your Attestation of Compliance (AOC).
- iii. If your firm and/or the proposed solution is not PCI-DSS compliant, explain why your firm/solution falls outside PCI-DSS scope and provide the most recent SOC 1 or SSAE-16 report.

E. Information Technology:

a. Provide a response to the Higher Education Community Vendor Assessment Toolkit (HECVAT). Attached as a separate Excel spreadsheet (Attachment F).

b. Provide an authorized signature on the JMU Information Technology Services Addendum (Attachment D).

c. Provide copies of any licensing, service level agreements, or other standard documents that your firm would request be included with a resulting contract.

d. Provide an authorized signature on the Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form (Attachment E).

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 five (5) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked “*Redacted Copy*” on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor’s failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an 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. Offeror Data Sheet, included as *Attachment A* to this RFP.
4. 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.
5. 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.
6. 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.
7. Completed Higher Education Cloud Vendor Assessment Tool (HECVAT), included as *Attachment F* to this RFP. **The HECVAT should be returned as an Excel file on a CD or flash drive (reference Section V.A.1.b.).**
8. 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.
9. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to perform the services	25
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Revenue Sharing Model	20
	<hr/> 100

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

VII. GENERAL TERMS AND CONDITIONS

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

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in

employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date

of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred

as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

2. Employer's Liability: \$100,000
 3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the

Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth’s excise tax exemption registration number is 54-73-0076K.

VIII. SPECIAL TERMS AND CONDITIONS

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

From: _____

Name of Offeror	Due Date	Time
Street or Box No.	RFP #	
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 SBSBD-certified small businesses. This shall not exclude SBSBD-certified women-owned and minority-owned businesses when they have received SBSBD small business certification. No 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 SBSBD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
 3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- K. 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. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- R. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- S. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students, and affiliates will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. This shall include FTI, which is a term of art and consists of federal tax returns and return

information (*and information derived from it*) that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code (*IRC*) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as sensitive but unclassified information and may contain personally identifiable information (*PII*). Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

T. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - b. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - c. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

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

1. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
2. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
3. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and

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

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

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

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

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

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

- V. PCI DSS COMPLIANCE: James Madison University requires that the contractor shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS). The contractor will be required to provide an Attestation of Compliance on an annual basis. Contractor acknowledges responsibility for the security of cardholder data as defined within the PCI DSS. Contractor acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in the full text of this document, or as required by the PCI DSS, or as required by applicable law. In the event of a breach or intrusion or otherwise unauthorized access to cardholder data stored at or for the contractor, contractor shall immediately notify the Assistant Vice President for Finance at: (540) 568-6433, MSC 5719, Harrisonburg, VA 22807 (fax (540) 568-3346) to allow the proper PCI DSS compliant breach notification process to commence. The contractor shall provide appropriate payment card companies, acquiring financial institutions and their respective designees access to the contractor's facilities and all pertinent records to conduct a review of the contractor's compliance with the PCI DSS requirements.

In the event of a breach or intrusion the contractor acknowledges any/all costs related to breach or intrusion or unauthorized access to cardholder data entrusted to the contractor deemed to be the fault of the contractor shall be the liability of the contractor. Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the Commonwealth of Virginia, James Madison University and its officers and employees from and against any claims, damages or other harm related to such breach.

- W. DATA PRIVACY AND SUBCONTRACTORS: 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. University Data will not be stored outside the United States without prior written consent from the University. 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 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.
- X. DATA SECURITY: 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.
- Y. DATA TRANSFER UPON TERMINATION OR EXPIRATION: 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. Contractor shall ensure that such transfer uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University. 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.
- Z. 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.
- AA. SECURITY BREACH 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.
- BB. FORCE MAJEURE: James Madison University shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of the university, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the

- foregoing. Upon written notification from the university that such cause has occurred, Contractor agrees to directly refund all payments to the university, for services not yet performed, including any pre-paid deposits, within 14 days.
- CC. DEFINITION - SOFTWARE: As used herein, the terms software, product, or software products shall include all related materials and documentation whether in machine readable or printed form.
- DD. LATEST SOFTWARE VERSION: Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.
- EE. THIRD PARTY ACQUISITION OF SOFTWARE: The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.
- FF. TITLE TO SOFTWARE: By submitting a bid or proposal, the bidder or offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.
- GG. WARRANTY AGAINST SHUTDOWN DEVICES: The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs including, but not limited to, the following:

- A. Detailed Revenue Sharing Model/Licensing
- B. Property Owner/Management Firm Listing Package Pricing
- C. Sublease Listing Pricing
- D. 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

- A. Offeror Data Sheet
- B. SWaM Utilization Plan
- C. Sample of Standard Contract
- D. Information Technology Services Addendum (*All Offerors are required to complete*)
- E. Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form (*All Offerors are required to complete*)
- F. Higher Education Community Vendor Assessment Tool (HECVAT) - attached as a separate Excel spreadsheet (*All Offerors are required to complete*)

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years _____ Months _____

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

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

YES NO

IF YES, EXPLAIN: _____

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

_____ Firm

_____ Address

_____ Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposals dated _____:
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(d) List each addendum that may be issued
(3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations summary dated _____.

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____ (Signature)

By: _____ (Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D
James Madison University
Information Technology Services Addendum

CONTRACTOR NAME: _____

PRODUCT/SOLUTION: _____

Definitions:

- **Agreement:** The “Agreement” includes the contract, this addendum and any additional addenda and attachments to the contract, including the Contractor’s Form.
 - **University:** “University” or “the University” means James Madison University, its trustees, officers and employees.
 - **University Data:** “University Data” is defined as any data that the Contractor creates, obtains, accesses, transmits, maintains, uses, processes, stores or disposes of in performance of the Agreement. It includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites.
 - **Personally Identifiable Information:** “Personally Identifiable Information” (PII) includes but is not limited to: Any information that directly relates to an individual and is reasonably likely to enable identification of that individual or information that is defined as PII and subject to protection by James Madison University under federal or Commonwealth of Virginia law.
 - **Security Breach:** “Security Breach” means a security-relevant event in which the security of a system or procedure involving University Data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
 - **Service(s):** “Service” or “Services” means any goods or services acquired by the University from the Contractor.
1. **Rights and License in and to University Data:** The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use the data as provided in the Agreement solely for the purpose of performing its obligations hereunder. The Agreement does not give a party any rights, implied or otherwise, to the other’s data, content, or intellectual property.
 2. **Disclosure:** All goods, products, materials, documents, reports, writings, video images, photographs, or papers of any nature including software or computer images prepared or provided to the Contractor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
 3. **Data Privacy:**
 - a. Contractor will use University Data only for the purpose of fulfilling its duties under the Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by law.
 - b. University Data will not be stored outside the United States without prior written consent from the University.
 - c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under the Agreement. The Contractor will ensure that the Contractor’s employees, and subcontractors when applicable, who perform work under the Agreement have received appropriate instruction as to how to comply with the data protection provisions of the Agreement and have agreed to confidentiality obligations at least as restrictive as those contained in this Addendum.
 - i. If the Contractor will have access to the records protected by the Family Educational Rights and Privacy Act (FERPA), Contractor acknowledges that for the purposes of the Agreement

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

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

4. Data Security:

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

5. Data Authenticity, Integrity and Availability:

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

6. Employee Background Checks and Qualifications:

- a. Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Agreement including but not limited to all terms relating to data and intellectual property protection.
- b. If the Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, the Contractor shall perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act: Social Security

Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

7. Security Breach:

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

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

- a. Except as otherwise expressly prohibited by law, Contractor will:
 - i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
 - ii. consult with the University regarding its response;
 - iii. cooperate with the University's requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - iv. Upon the University's request, provide the University with a copy of its response.
- b. Contractor will make itself and any employees, contractors, or agents assisting in the performance of its obligations under the Agreement, available to the University at no cost to the University based upon claimed violation of any laws relating to security and/or privacy of the data that arises out of the Agreement. This shall include any data preservation or eDiscovery required by the University.
- c. The University may request and obtain access to University Data and related logs at any time for any reason and at no extra cost.

9. Data Transfer Upon Termination or Expiration:

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

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

10. **Audits:**

- a. The University reserves the right in its sole discretion to perform audits of the Contractor to ensure compliance with the terms of the Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If Contractor must under the Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, Contractor will at its expense conduct or have conducted at least annually a(n):
 - i. American Institute of CPAs Service Organization Controls 2 (SOC 2) audit, or other independent security audit with audit objectives deemed sufficient by the University, which attests to Contractor's security policies, procedures, and controls. Contractor shall also submit such documentation for any third-party cloud hosting provider(s) they may use (e.g. AWS, Rackspace, Azure, etc.) and for all subservice providers or business partners relevant to the Agreement. Contractor shall also provide James Madison University with a designated point of contact for the SOC reports and risks related to the contract. This person shall address issues raised in the SOC reports of the Contractor and its relevant providers and partners, and respond to any follow up questions posed by the University in relation to technology systems, infrastructure, or information security concerns related to the contract.
 - ii. vulnerability scan of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement; and
 - iii. formal penetration test performed by qualified personnel of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement.
- c. Additionally, Contractor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Agreement. The University may require, at University expense, the Contractor to perform additional audits and tests, the results of which will be provided promptly to the University.

11. **Compliance:**
- a. Contractor will comply with all applicable laws and industry standards in performing services under the Agreement. Any Contractor personnel visiting the University’s facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.
 - b. To the extent applicable to the design and intended use of the service, Contractor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Contractor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.
12. **No End User Agreements:** Any agreements or understandings, whether electronic, click through, verbal or in writing, between Contractor and University employees or other end users under the Agreement that conflict with the terms of the Agreement, including but not limited to this Addendum, shall not be valid or binding on the University or any such end users.

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

<u>JAMES MADISON UNIVERSITY</u>	<u>CONTRACTOR</u>
SIGNATURE: _____	SIGNATURE: _____
PRINTED NAME: _____	PRINTED NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

ATTACHMENT 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 _____

June, 2020



February 11, 2021

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# LBS-1096**
Dated: January 27, 2021
Commodity: Off-Campus Housing Online Database/Listings Site
RFP Closing On: **February 25, 2021 at 2:00 pm EST**

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

1. Question: Reference Section V, Part B, Question 8 of RFP# LBS-1096 that asks, "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"

We currently partner with several institutions that are VASCUPP members but offer our service to all of these institutions at no cost. We read this question as if it is asking if the institutions are purchasing the software from us, which they are not. What is an appropriate response for this question?

Answer: JMU defines "sales your company had" as the gross revenue collected by your firm from each VASCUPP institution.

2. Question: The Cover Sheet states, "Signature in ink" below the signature line. Given that we are working remotely right now is it acceptable to sign this document and the other attachments via electronic signature?

Answer: Hardcopy proposal submission is required but the proposal submission may contain electronic signature on the cover sheet and attachments.

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

Sincerely,

LeeAnne Beatty Smith
Buyer Senior
Phone: 540-568-7523

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



February 19, 2021

ADDENDUM NO.: Two

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# LBS-1096**
Dated: January 27, 2021
Commodity: Off-Campus Housing Online Database/Listings Site
RFP Closing On: **February 25, 2021 at 2:00 pm EST**

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

1. Question: Is it a requirement to be a firm based in Virginia, or can a firm based outside of Virginia submit a bid?

Answer: There is no requirement as to where a firm must be located in order to submit a proposal.

2. Question: Do we have to submit the following attachments along with our proposal?

- a. Sample of Standard Contract
- b. Information Technology Services Addendum
- c. Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form
- d. Higher Education Community Vendor Assessment Tool (HECVAT)

Answer:

- a. **Sample of Standard Contract- this is provided for example**
- b. **Information Technology Services Addendum- this should be signed and submitted with your proposal**
- c. **Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form- this should be signed and submitted with your proposal**
- d. **Higher Education Community Vendor Assessment Tool (HECVAT)- this should be completed and submitted with your proposal.**

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

Sincerely,

LeeAnne Beatty Smith
Buyer Senior
Phone: 540-568-7523

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