Request for Proposal

RFP# CMJ-1118

Customer Relationship Management System

October 1, 2021

VIRGINIA ASSOCIATION OF STATE COLLEGE & UNIVERSITY PURCHASING PROFESSIONALS

VASCUPP

REQUEST FOR PROPOSAL
RFP# CMJ-1118

Issue Date: **October 1, 2021**

Title: **Customer Relations Management System**

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

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

Sealed Proposals Will Be Received Until <u>2:00 PM on November 16, 2021</u> for Furnishing The Services Described Herein.

OPTIONAL PRE-PROPOSAL CONFERENCE CALL on October 28, 2021. Participation in this pre-proposal conference call is optional; however, pre-registration is required. Pre-register by completing and submitting the REGISTRATION FORM ON PAGE 1 of this RFP NO LATER THAN Monday, October 25, 2021. See Special Terms and Conditions, Item Q for additional information.

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

All Inquiries For Information And Clarification Should Be Directed To: Colleen Johnson, Buyer Senior, Procurement Services, johns9cm@jmu.edu; 540-568-3137; (Fax) 540-568-7935 by October 22, 2021 to provide the university with sufficient time to respond before the Pre-Proposal Conference Call. Additional questions may be submitted up until, but no later than November 3, 2021.

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

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____   Title: _____

Web Address: _____   Phone: _____

Email: _____   Fax #: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1_____ #2_____ #3_____ #4_____ #5_____ (please initial)
SMALL, WOMAN OR MINORITY OWNED BUSINESS:
  YES;   NO;   *IF YES* ⇒⇒   SMALL;   WOMAN;   MINORITY   ***IF MINORITY****:*   AA;   HA;   AsA;   NW;   Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
Rev. 1/12/21

REQUEST FOR PROPOSAL

RFP # CMJ-1118

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F. Virginia Higher Education Procurement Consortium (VHEPC) Publicly Accessible Contract Agreement

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

OPTIONAL PRE-PROPOSAL CONFERENCE CALL REGISTATION FORM

Pre-Registration is Required

PRE-REGISTER FOR THE PRE-PROPOSAL CONFERENCE CALL:
Complete this form and return to Colleen Johnson by email to johns9cm@jmu.edu or by fax to 540-568-7935 by no later than 5:00 PM on Monday, October 25, 2021.

RFP NUMBER: CMJ-1118

PROJECT TITLE: Customer Relationship Management System

CONFERENCE CALL DATE & TIME: **October 28, 2021 @ 10:00 a.m. EST.**

CALL-IN PHONE NUMBER: Call information will be provided to each registered offeror following their registration.

SPECIFY OFFEROR EMAIL TO RECEIVE CALL-IN INFORMATION:

Email: _____

AGENDA: A pre-proposal conference will be held to go over key portions of the RFP and to answer questions offerors may have in regards.

COMPANY NAME: _____

ADDRESS: _____

_____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

LIST THE NAME, TITLE, AND PHONE NUMBER OF THE INDIVIDUALS WHO WILL BE PARTICIPATING IN THE PRE-PROPOSAL CONFERENCE CALL.

Name	Title	Phone Number

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources in order to establish a national contract to provide a Customer Relationship Management System through competitive negotiation for James Madison University (JMU), an agency of the Commonwealth of Virginia in collaboration with the Virginia Higher Education Procurement Consortium (VHEPC). 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 is a comprehensive university in Harrisonburg, Virginia, that is part of the statewide system of public higher education in the Commonwealth. The university offers programs at 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.

VHEPC was formed in December 2014. It represents 12 public senior Colleges and Universities in Virginia, in addition to the Virginia Community College System ("Members"). The mission of VHEPC, by using the collective buying power of its Members, is to seek opportunities, leverage suppliers, and recommend courses of action in order to further strategic sourcing initiatives. This RFP is one of the strategic sourcing initiatives. The goal of this RFP and the resulting agreement(s) is to provide an opportunity to reduce costs, minimize administrative burden, and to ensure regulatory and policy compliance for VHEPC and VHEPC Members.

JMU has a broad set of Customer Relationship Management (CRM) technology needs and expects these needs to continue to grow moving forward. In particular, the areas of Admissions, Advancement and Advising/Student Success require CRM capabilities. JMU currently utilizes Ellucian Advance for Advancement as well as Slate, CollegeNET, and Salesforce across three separate admitting offices (undergraduate, graduate, and professional and continuing education). Additional related technologies such as Anthology (iModules) and SignalVine are also used. Other significant applications in use at JMU include Oracle/PeopleSoft Campus Solutions version 9.2, Oracle/PeopleSoft Financials version 9.2, Oracle/PeopleSoft HRMS 9.2, Canvas, Tableau, and Accruent's Event Management Systems.

Additional detail of university wide or division/department specific use cases have been provided at the start of subsubsections of section IV. *Statement of Needs* as applicable.

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

This section describes the university's requested Scope of Services and the areas to be addressed in Offeror's Proposal. <u>Please read the instructions for tables in this section below</u>, and note that the utilization of the words "shall" or "must" indicates a mandatory requirement.

The university is seeking a cloud-based Enterprise CRM Platform, packaged applications that reside in a CRM Platform, and implementation services to support CRM functions across the university including Recruitment and Admissions, Advancement, and Advising/Student Success. JMU seeks a single platform and single data model that can provide a modern, scalable solution. The Enterprise CRM Platform is expected to replace existing CRM implementations across campus. Expected outcomes include increased engagement, targeted automated communications, increased retention with early alerts, and a cohesive, 360-degree view of each constituent.

To facilitate the evaluation of proposals, the services have been divided into four Service Groups as listed below. Offerors may propose to provide one or more of these service groups. The university may select one offeror for multiple service groups or separate offerors for different service groups. Offerors are instructed to respond to questions in this RFP for each of the Service Groups for which they wish to be considered. Areas that require a response from all offerors are indicated below.

Statement of Needs Sections/Service Groups:
- **Implementation Services, Training and Consulting**
  (All offerors must complete this section)
- **Service Group 1: General, Enterprise-wide CRM Functionality**
  (All offerors must complete this section)
- **Service Group 2: Academic Advising, Student Success and Early Alerts**
  (To be completed by offerors as applicable)
- **Service Group 3: Advancement**
  (To be completed by offerors as applicable)
- **Service Group 4: Admissions (Undergraduate, Graduate and Continuing Education)**
  (To be completed by offerors as applicable)

From an implementation sequence standpoint, the focus will be on Advancement and Advising first with Admissions coming afterwards. JMU employs over 70 individuals in Advancement. JMU has approximately 40 full time academic advisors, in addition to approximately 500 part time faculty advisors. JMU receives approximately 24,000 undergraduate applications annually with an acceptance rate of about 75-80%.

As offerors may propose to provide one or more of these service groups, if an offeror proposes a solution for a subset of Service Groups, the solution offered must be on a CRM platform where solutions for other Service Groups are available in the market. For example, if an offeror submits a proposal for an the General and Advancement Service Groups only, other solutions must be available in the market for Advising/Student Success and Admissions on the same platform/technology. Additionally, the university requests that offerors outline how the proposed solution can reside within the same environment as other available solutions on the same platform. Offerors are instructed to respond to questions marked as required above, and as applicable, in Service Groups for which they wish to be considered. Costs should be provided in Section X: *Pricing Schedule* broken out by Service Group.

The offerors shall have available and be able to demonstrate the use and functions of the

following components and/or features of the system. It is expected that any proposed software will already be fully developed, tested, offered publicly for sale, and available immediately for use. For this RFP, JMU is not interested in custom developed software.

Offeror documentation requested with proposal submission:
- Offerors should provide an executive summary of no more than two pages outlining the solution(s) and/or service(s) being offered.
- Complete and return the Higher Education Cloud Vendor Assessment Tool (attached as a separate Excel file) and supporting documentation, see V.A.1.b. of *Proposal Preparation and Submission*.
- Provide most recent SOC 2 Type 2.
- Provide most recent VPAT documentation.
- Provide documentation of vendor's most recent PCI system scan and the signature page from Attestation of Compliance (AOC).
- Provide MSA/SLA agreements as relevant.
- Additional documentation requested within questions of the Statement of Needs, as applicable, should be included as addenda to the proposal.

Instructions for tables in the Statement of Needs:
- Definitions:
  - Standard: Feature available "out of the box."
  - Custom: Feature available only via customization.
  - Third-Party: Feature available via integration/interface with a non-native product/application.
  - Roadmap: Feature not currently available, but on the roadmap for delivery in the future.
- Offerors should indicate availability of an item with an X in the appropriate box, and <u>provide comments, as needed, in the indicated area at the end of each topic table</u>.

A. ## <u>Implementation Services, Training and Consulting</u>
ALL OFFERORS MUST COMPLETE THIS SECTION

1. Provide the platform, product, and component name(s) for which services are being offered.

2. If you are reselling a platform or product(s), describe the additional value your services bring to the proposed solution.

3. Describe Higher Education enterprise CRM implementation experience including profiles of universities (size and complexity), types of engagements, and product(s) implemented.

   a. Include offeror's experience in providing the proposed resources to higher education institutions who are using PeopleSoft Campus Solutions.

   b. Provide a list of higher education institutions, with contact information, and current platform where this system is currently running in a production environment.

4. Describe CRM implementation experience in the areas of Advancement, Advising/Student Success, and/or Admissions.

5. Provide cost information for implementation services broken out by Service Group in Section X. *Pricing Schedule*. Include in the pricing costs associated with environment setup, configuration, development, testing, deployment and training offerings.

6. Describe the project management, change management and implementation services that shall be provided to the university from the offeror. Include a sample implementation and project plans as used in similar higher education environments.

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

8. Describe your approach to User Acceptance Testing, outlining the roles of both the offeror and the university.

9. Provide general descriptions of the experience of offeror or personnel with whom the university staff will be expected to work with on a regular basis.

10. Provide specific representatives (include name, title, direct contact information, and length of time with the Offeror) for the initial project and continued customer support and technical assistance during the term of the contract. Contractor shall be responsible for updating the university with any change in representatives.

11. Describe other services, by Service Groups, available that may be included in the final contract and provide any associated cost in Section X. *Pricing Schedule*:

    a. Software development

    b. Project management

    c. Architecture and design

    d. Capacity planning

    e. Configuration

    f. Performance and scalability

    g. Conversion

    h. Monitoring, administration and upgrades

    i. Operations metrics

    j. Change Management

12. Describe the training options and include a catalog of training offerings, include any associated costs, by Service Group, in Section X. *Pricing Schedule*. Response should include differentiation between technical staff, end-users and/or 'train the trainer' methodology.

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

B. ## SERVICE GROUP 1:
    ## General, Enterprise-wide CRM (ECRM) Functionality
    ALL OFFERORS MUST COMPLETE THIS SECTION

Product Availability, Attributes, Integrations, Support, Training, and Enhancements:

14. Provide information on guaranteed system uptime.

15. Provide information on platform outages in the last year. If a performance monitoring site is available, provide information here.

16. Describe the proposed maintenance and support plan, including general service-level commitments offered under this support agreement. Maintenance and support descriptions should address:

    a. Define the level of proposed support. If alternative maintenance and support plan levels exist (e.g., platinum, gold, silver, premium), provide a description and associated cost of each alternative plan available in the Section X. *Pricing Schedule*.

    b. Provide options to engage support:

        i. Telephone support

        ii. Web Portal

        iii. Email

        iv. Webchat

    c. Describe problem reporting, resolution, and escalation procedures (e.g., severity levels and response time).

    d. Describe process for requesting a new single point of contact.

    e. Describe procedures for bug fixes, patches, and enhancements.

    f. Describe responsibilities of both the contractor and the university in the isolation and diagnosis of system failures.

    g. Provide detailed information regarding the type of access the Offeror would need to the university's environments to support the new application.

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

18. Provide information on active user communities/groups available to end users of the platform.

Product Updates:

19. Describe the offeror's process for reviewing enhancement requests and the factors that determine which enhancements are put on the product roadmap. Provide information on ability to deliver product enhancements in a timely fashion.

20. Describe how configurations in one version of the software are automatically re-applied in future upgrades to the software. Describe the impact, if any, of configurations on upgrades.

21. Describe the process for bug fixes. Specify if any commitment provided for how quickly bugs will be identified and resolved, or a workaround implemented.

22. Provide information on proactive notification of upcoming releases and availability of release notes prior to such a release.

23. Describe communication to customers of planned downtime.

24. Describe the development methodology used for your system including the approach to security reviews during the software development lifecycle. Provide details about the testing phases and the roles of the people involved in the possible enhancement and/or configuration of the software.

25. Describe the upgrade/patching process for the application including environment availability for testing.

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

Proposed Enterprise CRM Solution Environment:

27. Provide an overview of the proposed solutions, including Enterprise CRM platform, proposed applications, application modules, and any third-party tools that are required to support JMU's requirements.

   a. Provide an architectural diagram showing how the proposed system addresses the areas of interest (recruitment and admissions, advising and retention, and or advancement) included in this RFP.

28. Describe how the data model for specific Advancement, Advising/Student Success, and Admissions capabilities within the platform can allow these components to co-exist in the same environment and data model.

29. Describe the model for platform environments that JMU will have, including at minimum separate environments for Test, Development, and Production. Include any additional costs in Section X. *Pricing Schedule*.

   a. Indicate how Test and Dev are updated from Production.

30. Describe the platform capabilities to create and export a data dictionary or schema documentation.

31. Identify any third-party tools (e.g., SMS vendors, reporting tools, application server, etc.) included in this proposal including annual licensing costs (provide in Section X. *Pricing Schedule*), support costs for the product(s), implementation costs, and version (e.g., full or modified).

32. Describe any additional client-side software required for development/management of your toolset.

Platform/Product Attributes:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
33. configure help content within the platform.					
34. provide robust and detailed error handling and messaging.					
35. provide auditing of updates made from baseline configurations.					
36. provide logging capabilities and records pertinent information with each event being logged.					
37. export audit logs for ingestion in to a SIEM. *If supported, provide an example as an addendum of the proposal response.*					
38. Comply with the standards listed below.					
a. FERPA (Family Educational Rights and Privacy Act)					
b. HIPAA (Health Insurance Portability and Accountability Act)					
c. GLBA (Gramm-Leach-Bliley Act)					

39. be accessible outside of the United States. *Note any limitations in the comments below.*					
40. provide system archiving and purge process/es that need to be completed at year end, graduation, or post-graduation (or other times as needed). Ex. purging prospective students for a particular admit term after a given set of time.					
41. be accessible via browser and mobile application or responsive design. *Any required changes to default browser or client security settings should be described in the comments below.*					
42. allow the university to brand the application and any associated communications sent from the application to a user.					
43. configure allowable file types and sizes as well as other security measures that relate to attachments and preventing malware instances.					
44. view maps in platform/application including the visualization of addresses and locations.					
45. use geofencing to indicate when customers are in certain areas (ex. if a prospect is on campus [and has downloaded an app], an alert could be sent to the assigned Development Officer).					
46. print from within the platform/applications.					
47. configure the user interface. *If possible, the offeror should provide color/graphics/depictions of available configurations/designs in the comments below.*					
48. send messages to customers. These messages should be customizable including any color or graphics included. This includes:					
a. in-app messaging					
b. text messages					
c. email					
49. obfuscate or mask student contact information within group messages such as email.					
Comments:					

Accessibility:

50. Provide your organization's policy statement on digital accessibility as an addendum to your proposal.

51. Confirm that the product/service conforms to Section 508 of the Rehabilitation Act and the WCAG 2.0 AA or WCAG 2.1 Success Criteria.

   a. Describe how this compliance has been verified by providing a Voluntary Product Accessibility Template (VPAT), as well as any written description of compatibility of the product/service with commonly used assistive technology products, such as screen readers, and a description of the process used to evaluate such compatibility.

     b. Include assessments of both accessibility for public/consumer-facing services as well as accessibility for faculty/staff who will produce content, access data, and otherwise utilize the product as part of their jobs.

52. Specify what automated and manual testing is performed to test and evaluate applications for accessibility for individuals with disabilities. Describe the testing process in detail.

53. Specify frequency of accessibility testing, specifically as it relates to each major release.

     a. If offeror uses a third-party accessibility evaluation company to verify accessibility compliance, provide a copy of the most recent evaluation report.

54. If the product is not fully accessible, describe the accessibility roadmap for remediation including defects, fixes, and timelines.

55. Specify if offeror has a designated accessibility representative to address issues or questions and provide oversight related to product accessibility.

     a. Provide credentials of your accessibility team, and specify what portion of their work is dedicated to accessibility.

56. Describe how users report accessibility problems.

     a. Describe offeror processes for responding to and correcting accessibility problems.

     b. Clarify if corrections are provided at the time of issue, or as part of future upgrades.

Integrations:

57. Describe platform integration capabilities including availability of API's, toolkits for creating connectors, available services, etc. JMU intends to use an Integrations Platform As A Service (iPaaS) with integrations involving the proposed CRM platform.

     a. Provide a full list of application connectors and describe any other methods of integration supported. NOTE: Service Groups will also request the same information specific to the use case.

     b. Provide information on how the integrations can or cannot support real-time or near real-time data sharing for inbound and outbound data.

     c. Include any relevant pricing in Section X. *Pricing Schedule*.

     d. Potential Integration Systems of Interest:

          i. PeopleSoft Campus Solutions, Human Resources, and Finance systems

          ii. PeopleSoft Integration Hub for approvals (MyMadison)

          iii. Ticketing systems including Paciolan (ticketing, points, and donor management system for Athletics) and Choice Ticketing for entertainment venues (Performing Arts)

          iv. Microsoft Email, Calendar, Tasks, Teams and, Office 365 solutions

          v. Email marketing systems (exs. Anthology (formerly iModules), Adobe Campaign, Constant Contact, and AlumIQ)

          vi. Anthology (formerly iModules) Event Management, Content Management systems, and Online Giving products

          vii. Cascade (content management system)

          viii. DocuSign and AdobeSign

ix. OnBase (document imaging system)

x. Reporting and analytics solutions including Tableau, Microsoft BI, and/or Cognos (or other cloud-based data warehouses)

xi. Call center systems including Campus Call

xii. Case management/ticketing solutions:

1. Cherwell (IT Service Management)

2. AIM (Facilities and Transportation)

3. Pinnacle (Telephone)

4. PCR 360 (Communications and technology management)

xiii. Campus experience platforms like Campus Labs

xiv. Ellucian Advance system

xv. HandsOn Connect (volunteer management system)

xvi. Instructure's Canvas LMS system

xvii. StarRez housing system

xviii. CS Gold (v8.03) Card Services systems

xix. QuestionPro and Qualtrics survey systems

xx. CaterTrax online catering management software

xxi. Customer satisfaction tools (e.g. Happy Signals or similar)

xxii. Social Media platforms such as Hootsuite

xxiii. VisualZen Orientation system

xxiv. JobLink application tracking solution

xxv. Blackbaud Award Management System (Scholarship system branded Madison Scholarship Hub)

xxvi. Accruent's Event Management System (room scheduling)

xxvii. Parking management systems such as T2's Flex or EDC Corp

xxviii. AIM (transportation reservation system)

xxix. Symplicity Accommodate and Advocate (disability services and student conduct platforms)

xxx. Initium (USPS address verification system)

xxxi. Common CASB (Cloud Access Security Broker) providers such as McAfee, Netskope or Proofpoint

Constituent Entities (Individuals):

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
58. support a data model that allows for an array of constituent entities (individuals) to be stored, viewed, and accessed within the system alongside key attributes related to the constituent type. Types include but are not limited to leads, prospects, applicants, students, parents, faculty and staff, vendors, donors, friends of the university, and community members.					
59. create, customize, and configure data elements associated with constituent entities.					
60. support flexibility in the use of name fields for constituents within the system, including:					
a. Using a wide variety of titles.					
b. Using titles which do not indicate gender or marital status.					
c. Omitting titles/salutations.					
d. Using known as, professional, or preferred name vs legal name.					
e. Using name combinations with multiple parts (not solely first/middle/last), missing some part (no last name) or are structured differently.					
61. directly add constituents of diverse types into the system.					
62. create contact records via QR code.					
63. create contacts of a certain type (ex. leads) from a webform submission.					
64. prevent bots or malicious code from creating invalid constituent types or accounts within the system.					
65. display a 360-degree view of a constituent's engagement with JMU including, but not limited to all contact/attempted contact with an entity and related information: phone calls, text messages, emails, chat transcripts, in-person meetings (including location), file attachments, attendance at events (including alumni), gifts to the university, and cases.					
66. create and manage automated Deceasing and Predeceasing processes.					
67. search the contents of notes associated with various engagement activities including but not limited to phone calls, meetings, and events.					
68. allow system users to view email communications sent to constituents by year.					
69. view multiple records/entities within the system at the same time.					

For each question, indicate products ability to…	Standard	Custom	Third-Party	Roadmap	Not Available
70. determine if the university has permission to share a student's information with another entity such as a parent (ex. Financial Aid information).					
71. confirm a parent's/other contact's identity to provide them access to a student's information (ex. financial aid information) such as the last four digits of social security or a PIN.					
72. provide USPS address verification/validation features, including override capability.					
73. store seasonal addresses for constituents and the ability to make the seasonal address the primary mailing address during certain dates.					
74. capture text and email communications that occur outside of the system with the entity within the system.					
75. support talk-to-text capabilities to populate contact records.					
76. email an entity from within the solution and capturing responses from the recipient within the system, including constituent engagement with communications (read status).					
77. create contact reports that can be viewed within the system.					
78. create and view electronic and/or print trip itineraries.					
79. track and store constituent entity responses to surveys within the application.					
80. create pools/lists/segments of entities within the application for collaboration purposes.					
Comments:					

Organization Entities:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
81. create and configure organization entities within the system. The organization entity along with its associated data points should be viewable by users of the system.					
82. manage organization entity relationships including parent/child organizations, mergers, acquisitions, and dissolutions.					
83. assign organization entity classification types (exs. Donor Advised Fund, Corporation, Educational Institution).					
84. conditionally manage information on an organization entity based on its status.					
Comments:					

Relationships:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
85. create and manage relationships (exs. multiple contacts per entity and multiple parents with a prospective student).					
86. manage relationships including both automatic and manual updates.					
87. relate an individual to an organization.					
88. display legacy relationships to the university in a family tree.					
89. manage relationship types for entities including if limited information exists (ex. is a non-student child of a constituent entity).					
Comments:					

Data Management and Mass Data Loads:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
90. use automation capabilities to identify duplicate data/entries.					
91. merge data within the application including manually, automatically, and en masse (including gift data).					
92. duplicate/copy information from one record to another within the system.					
93. have data entered/staged by one user and approved/finalized by another user based on role/permission level.					
94. view historical and current data for records (ex. may be former address/es or prior fundraiser assignment).					
95. view/report on all data submitted or entered into the system immediately. *Describe any timing or availability limitations in the comments section below.*					
96. allow users to enter/save partial data/records within the application and complete in the future (ex: birthdate).					
97. automatically save form/data as it is being entered/submitted.					
98. systematically import data (including but not limited to constituent entity types such as leads, prospects, applicants, students, faculty, staff, alumni) into the system. *Describe available integration methods, data formats and any limitations in the comments below.*					

For each question, indicate products ability to…	Standard	Custom	Third-Party	Roadmap	Not Available
99. export data from the system. *Describe any limitations in the comments below.*					
100. execute mass update of data including the following: adding, updating, and deleting.					
101. view data previews and adjustment when loading/updating en masse from an external source.					
102. use automations mass data loads (ex. NCOA address updates).					
103. enforce integrity rules within the application interface and systematic data loads/updates.					
104. calculate/derive values automatically and override them (if needed) within the application (exs. may be a prospect rating or engagement score).					
105. track data updates including change history/audit trail capabilities.					
106. default and auto-populate fields with values based on defined criteria (exs. defaulting the type of constituent on a new record or defaulting the title of a proposal).					
Comments:					

Call Center:

For each question, indicate products **ability to**… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
107. support call center functionality including the following:					
a. Functionality for automatic dialer that uses a configurable "from" phone number.					
b. Capabilities to automatically dial entity phone numbers and display relevant information to the caller.					
c. Functionality to route calls based on caller selection.					
d. Capabilities to automatically provide a receipt and thank you messaging.					
e. Functionality for entities to give money via the phone.					
f. Functionality for entities to give biographical updates via the phone.					
g. Capabilities to capture call center performance statistics.					
h. Functionality to store and view call center history with an entity's record.					
i. Script creation.					
j. Identification and creation of populations for call lists.					
k. Configuration for adding callers.					
l. Configuration of start and stop times.					
m. Documentation of the call including time, date, and results.					
Comments:					

Chat:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
108. provide live chat features. *Discuss any limitations and security options available with this feature in the comments below.*					
109. provide AI driven chatbot capabilities including functionality to provide responses to frequently asked questions.					
110. provide a blended chat approach to customers with chatbot capabilities that move to live chat for complex questions.					
Comments:					

Text Messaging:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
111. provide text messaging capabilities within the application as well as integration capabilities with mass text messaging solutions (ex. Signal Vine) including recording sent messages and replies on the entity record.					
112. create and manage templates for text messages.					
113. configure "from" phone numbers for text messaging purposes.					
Comments:					

Email Communications:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
114. support bulk email processes, including content creation, scheduling, approval workflows, and distribution.					

	Standard	Custom	Third-Party	Roadmap	Not Available
115. provide email capabilities within the application including the following *(describe any limitations in the comments section below)*:					
a. Capabilities for sending emails to solicitation effort groups/segments.					
b. Functionality for associating sent/received/opened/deleted emails with entity records.					
c. Capabilities for various email format types (ex. plain text, html, and rich text).					
d. Functionality for viewing emails an entity has received.					
e. Functionality to configure the "from" and "reply to" email address.					
f. Capabilities for emails to include images, videos, links, html buttons, attachments, as well as data associated with these (ex. alt text).					
g. Capabilities for incorporation of communication preferences of recipients.					
116. view emails as web pages when clicking a link within the email.					
117. create and manage email templates within the application.					
118. integrate workflow capabilities within email processes (ex. approval for email content, timing, and solicitation group).					
119. embed forms into emails and/or minipages.					
120. schedule emails to be sent at a specific date/time or to be sent immediately.					
121. send emails automatically based on specific criteria (exs. a constituent entities birthday, anniversary of a gift).					
122. preview emails prior to sending.					
123. personalize emails (exs. name, giving history, and location-based content).					
124. support email marketing automation (ex. drip campaigns).					
125. delegate email communications to outside groups (ex. volunteers).					
126. prevent communications from being blocked by spam filters.					
Comments:					

Communication Options:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
127. allow constituent entities to configure their own communication delivery preferences based on topic including text, email, real time vs digest and in-app messaging (ex. HR communications delivered via email,					

	Standard	Custom	Third-Party	Roadmap	Not Available
critical university messaging [like campus closures] via text).					
128. allow the system to present options for opting in and out of communication preferences at the university level or to completely unsubscribe from all communication (with exceptions, ex. Students cannot opt out of emergency campus messages).					
129. allow system users to set communication preferences for entities (exs. removing an entity from mailing list/s, remove special handling flag after X years or on X date).					
130. mass opt constituent entities in or out of certain messaging.					
131. prevent constituent entities from opting out of critical messaging.					
132. automate the update of webpages, customer portals, and trigger bulk email processes based on certain criteria including system down events.					
Comments:					

System Alerts/Messages:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
133. allow messaging and alerts to be sent to system users within the application and sent from the application, including workflow triggered alerts.					
134. configure custom messaging within the system.					
135. define business rules for alerts, messages, and notifications.					
Comments:					

Events:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
136. to manage events including complex events with sub events including the following:					
a. Information on the speaker/special guests.					
b. Location/Room listings.					
c. Reserving physical spaces.					

d. Designing event spaces (physical set up) within the system (scale drawings for table/furniture layout, floor plans).					
e. Vendor information and cost (i.e. caterers, drivers, photographers, etc.)					
f. Meal choices/requesting catering services.					
g. Programming choices.					
h. Capability for creating, tracking, and reviewing event budgets including cost per person.					
i. Seating assignments, including auto-generated seating assignment capabilities.					
j. Functionality to generate name tags from attendee list prior to the event as well as ad-hoc.					
k. Functionality for internal checklists of items to be completed for an event.					
137. support event registration capabilities within the application including:					
a. Functionality for constituents to 'RSVP' (accept) to an event. *Define any limitations of RSVP/acceptance in the comments below.*					
b. Functionality to configure and capture event registration details for registrants.					
c. Capabilities for online and manual registration both before and at the event.					
d. Limiting the number of people able to register.					
e. Registration open and close dates.					
f. Pricing for the event based on set criteria (exs. registration dates and meal selections).					
g. Discount code/coupon functionality for registration feed.					
h. Capabilities for flexible guest registration/RSVPs for invitees.					
i. Capabilities for event registration options to be based on role/answers of the registrant.					
138. schedule and host virtual webinars and events.					
139. schedule mass appointments, such as COVID re-entry testing.					
140. suggest related events to a constituent while they are registering for another event.					
141. create segments/populations and use them for events invite lists.					
142. provide event calendars to a specific segment/population.					
143. allow customers to request accommodation needed in order to attend an event.					
144. collect, store, and review internal feedback on events.					
145. create waitlists for events/courses.					
146. support guided conference planning including, but not limited to the following:					
a. Checklists configurable by event (ex. in person, virtual)					
b. Workflow (ex. a guide for the event planner to walk through the process).					

	Standard	Custom	Third-Party	Roadmap	Not Available
147. manage items for auctions at events.					
148. provide electronic check-in methods for events, including managing registration/check in with a QR code.					
149. automatically create a constituent entity based on event registration or check in (including through the use of a QR code).					
150. send electronic and/or print communications to invitees/attendees (exs. save the dates, invites, reminders, surveys, and thank you's).					
151. make event invites dependent on set criteria (ex. if "X" days before the event date, at least "Y" number of people have not registered, then the invite should be sent to a defined secondary group of invitees).					
152. view pre and post event invite/attendee lists.					
153. associate event data with entities.					
154. use solicitation effort groups to create an event invitee list.					
155. capture and view analytics for electronic event correspondence.					
156. print event information.					
157. capture biographical updates for constituents at events and enter them into the system.					
158. provide payment options for event registration or gifts to the university collected during an in-person event. Provide any payment vendor compatibility in the comment section below.					
159. refund registration fees in mass or individually.					
160. allow event participants to use a mobile device(s) to see event info (exs. itinerary, registration details, check-in, etc.)					
161. create and manage event specific web pages.					
Comments:					

Workflow, Tasks, and Approvals:

For each question, indicate products <u>ability to…</u> *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
162. configure workflow within the application. *Describe any limitations in the comments section below.*					
163. provide visibility into system workflows including tools to identify errors, steps/tasks that have been completed, who completed them, and where the workflow currently sits.					
164. use conditional logic to determine workflow steps including email distribution, form configuration, event invitations, call center scripts, and text messages.					

165. configure multiple workflows to work together in the system.					
166. incorporate workflow with case management including creating, closing, or updating the status of cases.					
167. trigger workflow when a student has provided certain documentation via self-service/portal interface.					
168. allow faculty members to review and approve requests for proctored exams.					
169. create checklists/stages/tasks for business processes within the system.					
170. systematically update data or automatically start a workflow based on certain criteria being met within the system (exs. deceasing and predeceasing processes and receipt type created for a gift varying based on the gift tender type).					
171. create and configure tasks within the application including the following:					
a. Capabilities to assign tasks to individuals and/or a department group/queue and the assignee(s) complete the tasks within the system.					
b. Capabilities around what fields/values display in the application for tasks.					
c. Capabilities for users to see tasks they have been assigned.					
d. Capabilities for associating tasks with entities/individuals/prospects.					
e. Capabilities for automatically creating and assigning tasks when specific criteria is met.					
f. Functionality for tasks to be assigned/completed to non-system users.					
172. create and configure approvals within the application including the following:					
a. Capabilities for automatically sending approvals as part of a workflow process.					
b. Capabilities for sending approvals in sequential and/or parallel order.					
c. Functionality on responding to approval requests, both via email and within the application.					
d. Capabilities for non-system users to respond to an approval request.					
e. Functionality for delegating approvals.					
173. collect and manage electronic signatures within the application.					
Comments:					

Case Management/Ticketing:

174. Describe case management functionality of the application.

Self Service / Constituent Portal:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
175. provide self-service /portal functionality for constituents to be able to do the following:					
a. Create, view, and manage cases.					
b. Submit forms.					
c. Schedule an appointment.					
d. View knowledge articles.					
e. View and submit approvals from various systems.					
f. Initiate chat via live chat/chatbot.					
g. Securely attach/submit documents/files.					
h. Update contact details (email, phone, address).					
i. Guest user access (ex. viewing a preliminary award notice or interacting with admissions as a prospective student).					
j. View Financial Aid information including communications sent by Financial Aid.					
k. View courses constituent are registered for (ex. Professional and Continuing Education course).					
176. Ability to provide a single, one stop shop portal that presents services/information to the constituent based on role (Prospective Student, Student, Parent, Faculty/Staff member etc). *In the comments below, describe the platform's ability to pull data from various systems (or provide views in to such systems) such as an ERP/SIS, Identity and Access Management self-service and various case management platforms to create a single portal experience for constituents.*					
Comments:					

Webpages/Webforms:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
177. create web pages within the system or integrate with a Content Management System.					
178. update content on webpages either manually or as a result of workflow.					
179. track a constituent's activities on webpages and forms.					
180. support search engine optimization for web pages created in the CRM to support email campaigns.					

181. Ability to support constituent webpage customization based on interest (ex. a university faculty member may want Academic Affairs, Library and HR webpages/links on their "home page" whereas a student may select a configuration that is centered around Canvas [LMS] University Event calendar and University Recreation content on their "home page").					
Comments:					

Social Media:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
182. provide social media integration capabilities including the following (platform exs. LinkedIn, Instagram, Twitter, and Facebook):					
a. Analytics capabilities (exs. analytics on ads, clicks, impressions).					
b. Functionality for reporting on social media mentions, retweets, and shares.					
c. Functionality to identify individuals who are active on JMU social media pages.					
d. Capabilities to capture and store entities interests based on Social Media information.					
e. Functionality to capture entity employment information from social media (ex. LinkedIn).					
f. Functionality to integrate event RSVP within the system and social media.					
g. Functionality for preparing images/content to be posted across social media platforms.					
Comments:					

Mobile:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
183. provide mobile support for application users and customers. *Use the comments section below to describe supported browsers, devices, and any limitations.*					
Comments:					

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

Reporting/Dashboards and Analytics:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
185. provide reporting capabilities within the system including the following (*use the comments section below to outline any limitations, including size/volume*):					
a. Availability of all fields, delivered or custom, for reports.					
b. Capabilities to build and save reports including defining/configuring fields/data elements to display.					
c. Capabilities to run reports on demand with real time data.					
d. Capabilities to distribute reports automatically via email on a defined schedule.					
e. Report format options					
i. XLS					
ii. CSV					
iii. TXT					
iv. PDF					
f. Capabilities around report printing.					
g. Capabilities to view and verify email distribution list reports are being sent.					
h. Capabilities to view statistics on report usage.					
i. Functionality for creating report visualizations.					
j. Capability to support reporting on non-native data sets within the CRM (ex. reporting on integrated data sets from the SIS, HCM or LMS system in use).					
186. provide dashboard capabilities within the application including the following:					
a. Functionality to administer/configure, display, and share dashboards based on roles and/or individual users.					
b. Capabilities for showing various data sets/data elements including drill down to view details.					
c. Functionality to save and share dashboards.					
d. Capabilities for printing dashboards.					
e. Describe functionality to configure dashboards specific to departments that provide visibility in to students that are utilizing their services.					
f. Capabilities for showing real time data/metrics					
187. provide query/search capabilities within the application including (*use the comments section below to outline any limitations on the type of information that can be queried/searched*):					

	Standard	Custom	Third-Party	Roadmap	Not Available
a. Simple and complex search creation.					
b. Ability to share searches with other system users.					
c. Ability to create, save (for future use) and share reports with others.					
188. provide email analytics capabilities within the system including:					
a. Analyzing how recipients are interacting with emails that are sent including open/unopened rates, kickbacks, clicks, unique clicks, and unsubscribes.					
b. Email metrics such as how many entities have opened linked pages and registered/did not register and recipient responses to specific emails are captured.					
Comments:					

Application Security and Roles:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
189. provide configurable views of data within the platform based on a system user's role within the university. Ex. the same constituent record (a student in this case) will look vastly different depending on the system user viewing it. An advisor may see the student account with grade and attendance data from Canvas and PeopleSoft in addition to the student's bio/demo data, while a Financial Aid staff member may view that same record and see an entirely different data set associated with the constituent. The platform should provide the necessary security and flexibility to provide these specialized views, providing users with the appropriate data at the appropriate time.					
190. configure and apply granular Role-based Security architecture within the application.					
191. automatically provision and deprovision roles.					
192. convert a role based on a particular event (ex. prospective student becomes a student).					
193. support a distributed configuration model (exs. department specific configuration of items such as forms, workflows, email templates, and case management templates).					
194. audit user security information within the application.					
195. define, create, and assign administrative and user accounts.					
196. maintain and delete user accounts.					
197. support delegation of duties in the application.					
198. secure data in the platform including field/row level security and encryption.					

199. configure data audit information at the field/record level within the system.					
200. Indicate the product's ability to restrict access to identified data (highly confidential) within the system by:					
a. IP Address					
b. University owned devices					
c. Geo Location					
d. Device type					
Comments:					

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

Authentication:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
202. support SAML single sign on integration including the use of Shibboleth.					
203. Membership with the InCommon Federation.					
204. support use of authentication credentials and associated attributes, group membership, roles, etc. to make authorization decisions.					
205. integrate with identity and access management services (exs. of but not restricted to Microsoft Identity Manager, Fischer Identity Manager, OUD/LDAP, and Oracle Identity Manager.)					
206. integrate/interface with Duo (multi-factor authentication system).					
207. set up local users that can be authenticated separate from those that are part of a single sign on integration/interface.					
Comments:					

C.   <u>**SERVICE GROUP 2:**</u>
<u>**Academic Advising, Student Success, and Early Alerts**</u>
TO BE COMPLETED BY OFFERORS AS APPLICABLE

Academic Advising and Student Success current operations overview:

Academic Planning and Degree Progress: The university currently uses PeopleSoft Campus Solutions for Academic Planning, and does not have a visual Degree Progress provider. An easy-to-use academic planning function and intuitive insight into degree

requirements for students and advisors is key for any Academic Advising and Student success product offered.

Notes and Documents: Academic Advising and Student Success uses notes in PeopleSoft Campus Solutions, Canvas, and veCollect for Advising related documentation. A goal is to procure a note system that allows for the creation, management, and sharing of comprehensive documentation between advisor and student. Such a note system should also allow advisors and students to attach documents.

Scheduling: Academic Advising and Student success utilizes Acuity, OnceHub, and Zoom for scheduling, they are seeking a product that provides students easy access to advisor availability, location, and appointment types. Solution should also allow for communication to students (i.e. appointment confirmation/cancellation).

Reporting: Reporting software that captures advising data from PeopleSoft Campus Solutions, student surveys, academic progress, course demand, and the ability to create and share custom views of data is critical for the future product used by Academic Advising and Student Success. Current provider of these features is QuestionPro and Campus Solutions.

Communication and Self Service: Academic Advising and Student success utilizes PeopleSoft Campus Solutions to deliver some information services to students. Ideally, a new product will provide a web portal that provides "all-in-one" access to information services and timely content.

Advising and Student Success Features

Academic Planning and Degree Progress:

For each question, indicate products **ability to…** *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
208. Ability to display key data from the SIS system, including, but not limited to Major GPA, Cum GPA, and Credit Hours.					
209. Ability to recognize and display courses in progress, completed courses, and courses required for each Major, Minor, and Concentration.					
210. Ability to display, based on the student's declared Major(s), Minor(s), and Concentration(s), the following. *Describe any limitations in the comments*.					
a. The student's 'official' four-year Academic Plan.					
b. The timeline for completion.					
c. Course co-requisites, prerequisites, and 'actual' available course offerings.					
d. Graduation requirements.					
211. automatically generate a baseline Degree Plan (automatic plan of study).					

	Standard	Custom	Third-Party	Roadmap	Not Available
212. Ability to utilize existing degree progress requirements stored in the SIS (PeopleSoft Campus Solutions) to inform the Degree Plan presented to the student within the Advising solution.					
213. allow a student to register for classes including the ability to integrate with a SIS. *Describe any limitations in the comments.*					
214. forecast and address course demand and number of seats by semester or year.					
215. display and save 'what-if' scenarios for potential changes to Major(s), Minor(s) and Concentration(s), Degree Plans, and estimated timeline for completion.					
216. allow students or advisors to export key items (ex. the Degree Plan).					
217. integrate with a Student Administration System to support displaying transfer equivalency with university courses to display an approximate number of transfer credits for which the student will get credit.					
218. support multiple advisors for one student, based on Major(s), Minor(s), Athletics, Honors, Peer Support, Faculty Mentors etc.					
219. track a student in a non-degree seeking program seeking to transition to degree seeking.					
220. support Prospective or Transfer students from a Degree Plan perspective.					
221. have 'guest' accounts and/or guest access for the academic planning tool(s).					
Comments:					

Notes and Documents:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
222. create and manage Advising Notes within the application including the ability to configure various levels of access to Advising Notes and the length of time such notes are stored in the system. *Describe any limitations in the comments.*					
223. 'accept' or sign electronic documents.					
224. upload or attach documents.					
Comments:					

Scheduling:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
225. schedule and manage appointments. Features of interest include:					
a. the student to request and schedule a meeting with an Advisor or office (i.e. a tutoring session with the University Learning Center).					
b. Advisors or offices to set up group advising sessions.					
c. Advisors to configure appointment preferences/rules.					
d. allow the student to add a Meeting Purpose (chosen from a list of pre-configured options) to each appointment request.					
e. allow an office (i.e., the Learning Center) or the student to select the class a tutoring session appointment pertains to while scheduling.					
f. identify and communicate with students who miss appointments without notice.					
g. have the Advisor's hours and office location displayed on a dashboard for the student.					
h. allow the Advisor to see the student's appointment history.					
i. allow a student or Advisor to cancel an appointment and choose a reason for cancellation.					
j. allow the application to send scheduled meeting reminders via text messaging or email to students asking them to 'confirm' their appointment.					
k. allow for the application to offer a meeting location of 'Phone Call' or Video (Zoom/WebEx/Skype) when the appointment is requested by the student.					
l. allow the Advisor to text message a student via the application and the student response goes to the Advisor's email.					
m. allow the application to default to the next available Advisor or tutor in a unit based on desired appointment timing.					
n. allow the student to manually select a preferred Advisor/tutor to see availability when scheduling an appointment.					
226. support student 'check-in' processes (Exs. are appointment arrival or attendance.)					
Comments:					

Reporting:

For each question, indicate products **ability to**… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
227. use out of the box reports with advising information as well as create reports. Advising reports of interest include:					
a. Reports related to user accounts.					
b. Reports related to student surveys.					
c. Reports related to student academic progress.					
d. Reports related to anticipated course demand.					
e. Include field or row level data security options. *Provide configurability based on user roles in the comments section below.*					
Comments:					

Communication and Self Service:

For each question, indicate products **ability to**… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
228. of an Advising self-service/portal functionality for students. Features of interest include:					
a. Curricular maps/degree plans including responding to course, schedule, and major changes.					
b. Visibility on communications from advisors and others.					
c. To do list.					
d. Appointment scheduling including with, but not limited to Advising, Counseling Center, Tutoring Services, Health Center.					
e. Forms.					
f. Visibility into applicable early alerts.					
g. Ability to grant permission for information sharing with a parent or other listed parental figure.					
h. Provide/update personal bios.					
i. Log course and career events.					
j. Self-reported and official test scores.					
k. Ticket/case initiation.					
229. of an Advising self-service/portal functionality for parents. Features of interest include:					
a. Visibility on communications from advisors and others.					
b. To do list.					
c. Open cases within the system.					

d. Appointment scheduling including with, but not limited to Advising, Counseling Center, Tutoring Services, Health Center.					
e. Forms.					
f. Ticket/case initiation.					
230. allow an advisor to initiate communication campaigns. Examples include, but are not limited to:					
a. System generated surveys sent to students after advising appointments.					
b. Automated emails sent to students based on definable system criteria.					
231. support different 'types' of users including prospective students, applicants, matriculated (paid deposit students), actively enrolled students, and alumni.					
232. offer features/services to alumni (ex. an alum needing information to apply to a graduate program.)					
233. create and manage referrals for students. (Exs. Advisors referring students to the Learning Centers, or Advisors referring students to other Advisors for Minors/Concentrations/Specialty Groups, etc.).					
234. support Knowledge Base and Frequently Asked Questions (FAQ) functionality.					
235. configure the product for branding or personalization. (Exs. adding custom verbiage, pop-up messages, or graphics.)					
236. create online social communities to facilitate distribution of information, discussion, and foster a sense of community.					
237. offer interactive video and whiteboard features (Exs. a virtual tutoring or advising session).					
Comments:					

Early Alerts/Interventions

JMU seeks to implement a system of "flags" and "interventions" based on a set of definable scenarios in the student life cycle as part of the overall advising solution. The vision is that key data from the LMS, SIS, Housing System, Card Services, and other applications flow into the CRM and are associated with a student. If the criteria are met for an early alert flag being triggered, the appropriate intervention is then triggered from within the system (example: midterm grades come in and a student receives low marks, this triggers a notification to the student via text, asking if they need help, message sent to advisor and professor stating the student has been flagged and is struggling). Assigned tasks are triggered to the Advisor, Advising Team and/or the appropriate Faculty member outlining the appropriate follow up action. Dashboards are available to easily view and manage alerts and interventions based on the role of the user. The statements below are in reference to such a system.

238. Describe the early alerts and intervention solution including integration capabilities.

Early Alerts Continued:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
239. configure, manage, and analyze early alerts (definable scenarios) and associated interventions as responses to alerts. Early alerts of interest include:					
a. Grades					
b. Attendance					
c. Missed appointments					
d. No log in activity using the students' eID and password					
e. Student Housing (not leaving dorm for an extended period)					
f. Card Services (not using meal plan for an extended period)					
g. Referrals					
240. associate automated and manual interventions with alerts for a particular student.					
Comments:					

D.   SERVICE GROUP 3: Advancement
TO BE COMPLETED BY OFFERORS AS APPLICABLE

JMU Advancement Current Operations Overview:

Communications & Marketing
Manages all official communications for the university including those from the President. Currently utilizes sub-communities inside of Anthology (iModules), a constituent engagement management tool, to segment communications to specific audiences. This unit also manages the university's social media pages and publishes the Alumni magazine.

Constituent Relations
Includes Alumni Relations and Annual Giving; these areas utilize multiple tools for engagement and annual giving solicitation efforts. Alumni Relations uses Mentor Collective to provide mentoring opportunities for alumni to connect with students, uses HandsOn Connect for Volunteer and Board management, and utilizes Anthology (iModules) for event registration/payment. Annual Giving includes a Call Center that is currently using Ruffalo Noel Levitz to solicit by phone. This area uses Target Analytics to inform segmentation for direct mail and email solicitations. They use Anthology (iModules) for email solicitation and online giving; some solicitation campaigns can contain their own custom web pages/giving links. ScaleFunder is the system used for Giving Day efforts and ongoing CrowdFunding; Signal Vine has been used to text solicitations on Giving Day. Annual Giving uses HandsOn Connect for peer-to-peer fundraising which includes the ability to text, email, and record those interactions between peers.

Development/Prospect Management
With the help of Central IT, a mobile contact report application was built that interfaces into Advance Web; however, all other data entry for fundraisers is added into the system manually. Development is also the originator of all legal gift agreements, which go through a gift acceptance committee (workflow outside of any system) before being sent to the donor for signature, most often via DocuSign (soon to be Adobe Sign). The OnBase system will be used to file electronic copies of gift agreements. Prospect Management is focused on wealth screenings and identification of suspected major gift donors but is challenged by the lack of valid USPS addresses (especially for newer alumni). Prospect portfolio and proposal pipeline tracking along with analytical reporting are key in this area.

Donor Relations
This office manages stewardship of major donors including annual reporting of endowments based on financial information transferred to the Advance Web system from the JMU Foundation. They rely heavily on the Blackbaud Award Management system to identify scholarship beneficiaries, manage the student to donor thank you letter process and identify event attendees. Much of this information is also mass uploaded into the Advance Web system. This unit utilizes iModules for major event registration. They have in the past used ThankView to distribute customized communication to major donors.

Advancement Information Services
This unit manages most of the data input, and reporting out of, the Advance Web system and data warehouse, as well as support for the other divisional business applications. AIS runs multiple "interfaces" (mass data loads) from other university large systems, including data loads for academic structure, scholarship recipients, current student data, parent data, a graduate load after each commencement, and data from the HR system for employees. This unit also mass imports some information from Athletics via reports from Paciolan. ETL's for nightly updates to the data warehouse are written and maintained in this unit, as is the reporting created and generated from Cognos. Gift, matching gift and pledge processing occurs in AIS, with multiple types of gift acknowledgement and tax receipting (including full year-end tax summary receipts). Major gift pledges are linked to legal gift agreements and proposals for fundraiser credit. Allocations, mirroring the Foundation fund numbers, are created and maintained in the Advance system and dictate much of the segmentation for gift reporting to areas in the university. Daily gift reports to the Foundation support daily reconciliations from multiple financial sources.

Advancement General:

241. Describe the overall Advancement functions and capabilities of the application.

Advancement Continued:

For each question, indicate products **ability to…** *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
242. view pledge balances, gift information, and donor information.					

243. identify and track data source information including a rating or confidence component (ex. there are multiple addresses for an individual, using the most reliable data source to identify the primary address).					
Comments:					

Constituent Entities (Individuals):

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
244. use a hierarchy for classification types for giving and reporting purposes (ex. if an entity/individual is both an Alum and a Parent and gives a gift).					
245. constituent entity (individual) self-service/portal capabilities. Features of interest include the following:					
a. Capabilities for viewing and submitting payment on pledges.					
b. Capabilities for updating contact information, contact preferences, and/or recurring payment information.					
c. Capabilities for viewing giving history.					
d. Capabilities for viewing/printing tax documents.					
e. Capability to view engagement information (ex: events attended, etc.)					
246. conditionally manage information on a constituent entity (individual) based on their status. (Exs. managing specific data if a constituent's status is Lost, Inactive, Deceased, Purgeable, or Do not invite).					
247. assign salutations and name formats to individuals & couples including preferred prefix and the ability to customize salutations based on business use case.					
248. assign hard credit and soft credit for a gift to constituent entities.					
Comments:					

Matching Gift Policies:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
249. support matching gift policy. Features of interest include the following:					
a. Capabilities to create matching gift policies for employers.					

For each question, indicate products ability to…	Standard	Custom	Third-Party	Roadmap	Not Available
b. Capabilities for associating a matching gift policy for an employer with their organization entity (organization).					
c. Capabilities for viewing employer matching gift policy information from the constituent entity (individual) and organization entity (organization) within the application.					
d. Functionality to dynamically update data and forms based on an employer's matching policy (ex. is the ratio for the match automatically generating the money amounts on related claims, forms, and letters).					
e. Capabilities for adding and updating employer matching policies in bulk					
f. Functionality to automatically designate a constituent entity record/gift as matching eligible if their employer has a matching policy setup in the system.					
g. Functionality to automatically generate matching expectancy when gifts are processed for constituent entities (individuals) eligible for employer matches.					
h. Capabilities to update and auto-populate fields on open matching employer expectancies within the system.					
i. Functionality to link/credit third-party matching gift companies (DAF's) along with the company they represent and the originating donor (employee).					
250. Ability to automatically send matching reminder letters including info for matching policy for the employer.					
Comments:					

Gift Clubs:

For each question, indicate products **ability to…** *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
251. create and manage gift clubs. Features of interest include the following:					
a. Functionality to automatically add, remove, or update a constituent entity (individual) gift club assignment based on defined criteria.					
b. Functionality to support hierarchy/levels within gift clubs.					
c. Capabilities for visibility of current and previous gift club(s) on constituent entity (individuals) records.					
Comments:					

Scholarship Awards:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
252. view and manage scholarship awards and recipient information including:					
a. Functionality to track scholarship award amounts					
b. Functionality to track beneficiaries					
253. Ability to link scholarships with associated donor entity records as stewardees of the award.					
254. Ability to track faculty grant/scholarship awards.					
Comments:					

Naming Opportunities:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
255. within the application to manage the naming opportunity process. Features of interest include the following:					
a. Functionality for tracking inventory of naming opportunities including the ability to group by initiative.					
b. Ability to configure rules that allow tracking of status of naming opportunities (interested, reserved, etc.)					
c. Ability to link pledges and/or gifts to naming opportunities					
d. Capabilities to search naming opportunities inventory including by fundraising initiative					
e. Capabilities for associating naming opportunities to entities, proposals, and endeavors/allocations.					
f. Workflow capabilities for naming opportunities processes (alerts)					
g. Functionality to distribute naming to the donor for review and approval of signage.					
Comments:					

Document/Letter Functionality:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
256. create customizable letter and document templates (exs. include pledge reminders, gift agreements, thank you letters, tax receipts).					
257. automatically generate editable, print ready and electronic letters when criteria is met (ex. is a pledge reminder automatically generated and mailed to the constituent entity.)					
258. create editable, print ready address labels and/or envelopes.					
259. configure options on how individuals will receive specific letters/documents.					
260. track on an entity that an electronic or physical document has been sent.					
261. configure salutation based on letter/document type.					
Comments:					

Solicitation Efforts:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
262. create and manage solicitation efforts. Features of interest include the following:					
a. Capabilities for defining a group/segment including data within the application and from external data source/s.					
b. Functionality for high volume of electronic requests/solicitations.					
c. Capabilities for tracking performance of a solicitation effort.					
d. Functionality for tracking donors that were not a part of the initial solicitation effort.					
e. Capabilities to view recipients of a solicitation effort through the effort itself and the entities/recipients record.					
f. Functionality for households/entity relationships part of a solicitation effort.					
g. Capabilities to dynamically adjust segments in a solicitation effort based on configurable criteria.					

	Standard	Custom	Third-Party	Roadmap	Not Available
h. Capabilities to associate solicitation efforts with online giving forms and automatically populate biographical information when a recipient goes to one of these forms from an email.					
i. Capability to personalize solicitations based on data.					
j. Capability to define workflow based on response to the solicitation.					
k. Capability to automate solicitation based on renewal date and channel preference (online, check etc.).					
263. Calendar type visibility into all communication/solicitation efforts that have occurred and are planned/scheduled.					
Comments:					

Online Giving, Online Event Management, Online Communities and Content Management System (web pages and forms):

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
264. provide a secure environment for credit card processing that is PCI and NACHA compliant.					
265. process credit cards from multiple clearing houses and integrating with batch processing for online gifts.					
266. allow for a constituent to give a gift online. Features of interest include:					
a. Make a secure credit card gift					
b. Choose from a menu of giving options (multiple funds) and give to multiple funds seamlessly within the application					
c. Complete the transaction through secure web forms					
d. Receive an emailed receipt for the online gift (including a premium or quid pro quo calculation)					
e. Make a pledge and schedule recurring pledge payments					
267. create unique web forms for online giving campaigns.					
268. support an online community in which users can find and contact one another, as well as support multiple permission levels in the alumni online community (e.g., public, registered user, paid member, lifetime member).					
269. create and manage online communities. Features of interest include:					
a. Capabilities for distributing information.					
b. Discussion functionality.					
c. Events calendar functionality.					
270. information updated online to be subject to review and edit by records management staff prior to posting into the database.					

	Standard	Custom	Third-Party	Roadmap	Not Available
271. provide online self-service for constituents. Features of interest include:					
a. submit address changes					
b. provide information about employment, relationships (e.g., marriages), etc.					
c. check their biographical records					
d. review donation history, including pledge balances.					
e. update their affiliations and subscription preferences					
f. allow alumni to submit class notes, etc.					
g. integrate self-service functions into the alumni online community					
h. manage subscription and communication options					
272. track a potential donor's activity on advancement related web pages and forms including donation history.					
273. identify/flag entities that start a process online, but do not complete it (ex. partially completed giving form).					
274. allow authenticated JMU employees to submit an online form for payroll deduction giving.					
275. identify constituent entities that have submitted a form where the identity is not embedded in the form.					
276. support online event registration with secure credit card payments. *Provide any payment vendor compatibility in the comment section below.*					
a. create multiple fee types and tabulate ticket prices.					
b. combine event payment with a gift					
c. store benefit information (t-shirt, etc.)					
d. link to main database for registrant preference attributes (dietary restrictions, etc.)					
e. store RSVP information					
f. have event rules that would trigger actions, such as alert when prospect registers for an event					
277. support automation such as barcode readers for gift processing and event registration.					
Comments:					

Prospect and Proposal Tracking:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
278. assign and display the assigned development officer for an entity/prospect.					
279. configure and track states for milestones of the major gift/proposal and prospect lifecycles.					
280. automatically assign stages for a prospect/proposal based on defined criteria.					

281. create and track proposals within the application (exs. proposals for constituent, planned gift proposal, and proposal for a grant).					
282. group entities together and classify the group as a prospect.					
283. capture strategy and manage/track goals for prospects including plans for meeting these goals.					
284. automatically create and track stewardship plans for prospects.					
285. analytics/modeling capability of the application regarding potential prospects.					
286. assign credit for funds raised (completed solicitations).					
Comments:					

Allocation/Fund Creation and Maintenance:

For each question, indicate products ability to… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
287. configure workflow associated with circulating a gift agreement document for approval (from creation through electronic signature).					
288. create and maintain allocations/funds. Features of interest include:					
a. Capabilities for activating/inactivating allocations with distinct start and end dates.					
b. Functionality for mapping allocations/funds to the Foundation general ledger accounts.					
c. track multiple fund purposes					
d. assign a fee unique to that fund or exclude from fees altogether					
e. track administering organization and benefiting organization(s) and the distribution ratios if there are shared benefiting organizations.					
f. link scanned documents (gift agreements) to allocations/funds as they are created					
g. link a donor's endowed and expendable funds					
h. code funds to accommodate campus-wide reporting needs such as classification of funds for capital projects and other similar elements requiring complex structures for cash flow reporting and management.					
i. record the hierarchy of fund ownership including division, school, department, sub-department, and program.					
j. record donor biographical stories associated with the creation of an endowment.					
k. record endowment terms and restrictions for the fund.					
l. track endowment balances for the fund.					

m. record campaign priority of the fund.					
289. comply with CAE standards and VSE reporting (exs. restricted/unrestricted, endowed/not endowed).					
290. link fund beneficiaries (scholarship recipients) to the specific fund as they are awarded.					
291. import and record fund financial information such as market value, principal, payout, and valuation date.					
Comments:					

Gift Entry, Processing, and Management:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
292. process individual and bulk gifts and pledges including immediate and batch posting of gifts. *Provide any payment vendor compatibility in the comment section below.*					
293. configure volume of gift transactions included in a batch.					
294. configure, manage, and track gift source (ex. Campus Call, Giving Day), gift type (ex. gift, pledge payment, realized bequest), pledge type (ex. straight pledge, EFT-Open, EFT-Finite), payment type (ex. check/cash, credit card), and tender type (ex. Visa, MasterCard, PayPal, Venmo).					
295. track and manage gift dates (exs. date of record, processed (system) date, receipt date, modification date).					
296. configure, manage, and track recurring pledges, both finite and open.					
297. configure, manage, and track standard and custom payment schedules.					
298. adjust pledge payment schedules.					
299. create and track multiple allocation gifts and pledges via all channels (ex online, phone), including a pledge schedule per allocation.					
300. apply a pledge payment at the same time the pledge is created.					
301. make online payments and apply this to an offline pledge.					
302. allow online gifts to be associated with an entity record.					
303. apply/override fees to gifts to flagged allocations and track the fee amount (ex. Gift Reinvestment Percentage).					
304. assign soft, hard, and associated donor credits to entities for gifts including manually and automatically based on defined criteria.					
305. support anonymous giving (exs. entire record marked as anonymous, name is anonymous, but gift is not, gift is anonymous but soft credit goes to the spouse who is not anonymous).					

	Standard	Custom	Third-Party	Roadmap	Not Available
306. assign hard credit and soft credit for a gift to constituent entities.					
307. view recipients of associated credit for specific gifts.					
308. process 3rd party employee giving/matching program gifts (exs. Benevity and YourCause).					
309. process and track modifications/reversals to payments individually and in bulk.					
310. view associated pledges/gifts, payments, and proposals.					
311. capture the classification type (student, parent, employee, etc.) of an entity at the date the gift is processed.					
312. create and maintain sub allocations that roll up to a single fund (financial account).					
313. process grants within the application.					
314. support planned giving gift processing and tracking (exs. bequests, trusts, gift annuities).					
315. accept gifts/payments from mobile devices in-person.					
316. scan gift cards to automate gift entry.					
317. support special handling at the transaction level (anonymity).					
318. manage Quid Pro Quo scenarios and apply gift premiums including how these are displayed on the donor record.					
319. view giving history and lifetime giving totals on a donor record (summary and detail gift information viewable per donor or household).					
Comments:					

Volunteer Management (Event Volunteers, Fundraising Volunteers, Mentors):

For each question, indicate products ability to… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
320. support volunteer management activities. Features of interest include:					
a. Functionality of portal/interface for volunteers to find available volunteer opportunities by interest, region and/or skill set and capabilities to required skills for some volunteer roles and for signups to follow an approval process when necessary.					
b. Management capabilities used by JMU Staff to create/edit/manage volunteer opportunities, including setting up approval requirements (i.e., NDA signature), different volunteer roles and schedules per opportunity and volunteer count limits per role/schedule.					
c. Capabilities for custom communications to both volunteers/volunteer leaders/JMU Staff related to sign up confirmation, reminders and direct communication between JMU staff, volunteer leaders, and volunteers.					

d. Capabilities for administrative volunteers (volunteer leaders) to create/edit/manage volunteer events/opportunities and associated approval track prior to publishing.					
e. Toolsets available to add custom content and descriptions to volunteer opportunities, volunteer time slots (occurrences), and volunteer skill requirements (when applicable).					
f. Functionality for nesting master opportunities with sub-opportunities and manage timeslot and volunteer requirements/counts.					
g. Capabilities for volunteers to confirm attendance and/or cancel participation in the event, view schedule(s), and view available signup opportunities					
h. Functionality for administrative users to see roster of volunteers by event/sub-event and show volunteer itineraries with schedules per volunteer.					
i. Capability for administrative staff to see dashboards and reports for active opportunities					
j. Capability to track time, report on attendance and scoring for each volunteer by event.					
k. Capability to manage volunteer boards with roles, terms, and meetings.					
l. Capability to store sharable resources (documents, FAQs, Meeting Minutes and Agenda) by group/board/event.					
m. Capability for Engagement (outreach and/or fundraising) Volunteer Opportunities where a volunteer manages a portfolio of contacts and follows prescribed task(s) to engage with contacts to achieve a specific outcome (exs. quarantine assistance, gift solicitation, etc).					
n. Functionality for engagement volunteers to view and manage a personal portfolio that includes adding prospects from preselected lists of qualified contacts.					
o. Capability for sending custom communications to assigned contacts and to track the outcome of the outreach (Gift is made, Student questions are answered, stewardship thank you note sent, etc.) and associated tracking and reporting.					
p. Functionality for providing affinity matching between engagement volunteer and prospective prospect lists based on geographical region, college/degree/major, grad year, employer etc.					
q. Capability for communication (chat/email) between volunteers associated with the same volunteer opportunity					
r. Capability for volunteer leaders and JMU Staff to communicate directly to volunteers or to groups of volunteers based on volunteer opportunity					

s. Capability for volunteer leaders/JMU staff to assign ad hoc tasks to a volunteer that can be time based with reminders.				
t. Functionality for volunteer leaders/staff to make portfolio changes to a volunteer, mass assign contacts to volunteers, disable access to a volunteer.				
u. Capability to allow for bio/demographic updates to be submitted by volunteers related to the prospects/contacts they are assigned.				
Comments:				

Advancement Integrations:

321. Describe platform integration capabilities including availability of API's, toolkits for creating connectors, available services, etc. JMU intends to use an Integrations Platform as a Service (iPaaS) with integrations involving the proposed CRM platform.

    a. Provide a full list of application connectors and describe any other methods of integration supported.

    b. Provide information on how the integrations can or cannot support real-time or near real-time data sharing for inbound and outbound data.

    c. Include pricing in Section X. *Pricing Schedule*.

    d. Potential Advancement Integration Systems of Interest:

        a. Abila MIP (Foundation system)

        b. 3rd party employee giving programs for payments (exs. Benevity and YourCause)

        c. Large digital fundraising/crowdfunding platforms (ex. Scalefunder)

        d. Prospect research vendors (exs. Lexis Nexis, Wealth Engine, iWave, Relsei).

        e. The National Change of Address database.

        f. Matching employer gift policy providers (ex. HEP)

        g. Handshake (Career & Academic Planning system)

        h. Data from news alerts (exs. Google alerts for obituaries, real estate transfers, and Cision).

        i. Cybersource and Bluefin (credit card processor)

        j. Chrome River (travel expense report system)

        k. Google Maps (mapping platform)

        l. Reviewer (Online submission and management system).

Fund Accounting System:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
322. align accounts/allocations/funds between the application and an external accounting system (MIP used by the JMU Foundation).					
323. provide required IRS reporting to a donor (ex. tax receipts).					
324. view point in time data. Data of interest includes:					
a. Pledge balance on a specific date					
b. Fund/allocation history by date					
325. store discount rate and calculate and capture present value.					
Comments:					

Advancement Events:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
326. track items available to distribute or be claimed for entities within the application (ex. 5 tickets available for development officers to distribute).					
327. bifurcate purchasing/contribution payments (ex. registering for an event and donating at the same time). *Provide any payment vendor compatibility in the comment section below.*					
Comments:					

E. ## SERVICE GROUP 4:
Admissions (Undergraduate, Graduate and Continuing Education)
TO BE COMPLETED BY OFFERORS AS APPLICABLE

Undergraduate Admissions current operations overview:

Undergraduate Recruitment: UG Admissions uses Slate CRM to receive, collect, and track multiple streams of prospective students who are then added to our prospective communication plans based on their current grade level. They are then exported to Evolution Labs 360 JMYou program, a localized private Facebook like platform.

Undergraduate Event Management: UG Admissions uses Slate CRM for event management to register and communicate with prospective students and applicants. UG Admissions hosts open houses, travels to college fairs and meets with high school students and counselors.

Undergraduate Admissions: PeopleSoft Campus Solutions is the UG Admissions system of record needed for the ability to track the admissions cycle and compare historical data. Admissions would like the ability to share specifically targeted data with other university departments at a time of our choosing. PeopleSoft is used to maintain historical data including attended events and applications. Application data is exported to Slate to enter into our applicant communication stream, which includes event invitations and application reminders. Applicants are also exported from PeopleSoft to Signal Vine for texting application reminders.

Graduate Admissions current operations overview:

Graduate Recruitment: The Graduate School has a web portal that prospective students can use to request information and we also directly upload names and contact information to CollegeNET Prospect. In-progress applicants are automatically added to Prospect allowing e-mail and text communication to all these groups.

Graduate Admissions: The Graduate School receives applications through CollegeNET and manages the application process using CollegeNET Admit. This system makes applicant information available to program faculty who make admission recommendations and the system generates and distributes candidate decision letters. The system facilitates e-mail and text communication with applicants.

Graduate Student Services: The Student Services group in The Graduate School does not currently have a unified communication system, but one is needed to facilitate e-mail and text messages that will facilitate communication with currently enrolled students.

Graduate Student Financial Support: The Financial support unit in the Graduate School does not currently have a unified communication system but one is needed to facilitate communications among graduate assistants, financial aid, student employment and our office to assist with the graduate assistant contract development process and other messages.

School of Professional and Continuing Education (SPCE) current operations overview:

Lifelong Learning Institute: This is a membership-based program that allows for enrollment in courses through Aceware. Prospective members are nurtured with courses and events through Salesforce Marketing Cloud.

Youth Programs: These are programs that are offered year-round. Marketing is nurtured through email drip campaign in Salesforce Marketing Cloud and various other events that they host. Camps/Programs are often in partnership with other colleges/schools across campus and organizations within the community. Registration for these camps/programs is through Aceware.

Economic Engagement / Outreach & Engagement/ Events (Carnegie Reclassification, Anchor Institutions, etc.): Announcements and communication are

nurtured through Salesforce Marketing Cloud. Registration is done through QuestionPro with registration for some events in Aceware.

Graduate Programs (that SPCE partners with, not all JMU graduate programs): Programs have a web portal on the SPCE website that prospective students can use to request information). Applications for graduate degree and certificate programs are processed through CollegeNet Admit by The Graduate School, who downloads the info into PeopleSoft Campus Solutions. Students are then matriculated and enrolled in Campus Solutions.

Noncredit Programs: Programs have a request for information form on the SPCE website that prospective students can use to request information and we also directly upload names and contact information to our Salesforce instance. Prospective students are engaged in a drip marketing campaign that is managed in Marketing Cloud and are automatically added to "Inquiry". Enrollment is facilitated by Aceware.

Adult Degree Program: Recruitment efforts are managed externally by a firm who nurtures them with emails and conversations to enrollment; Students apply through CollegeNet, and the application is processed by JMU undergraduate admissions, who downloads the info into PeopleSoft Campus Solutions. Students are then matriculated and enrolled in SA; student advising is done by a JMU staff member, with notes kept in the student record in the SPCE instance of Salesforce.

Advancement Events:

328. Describe the overall Admissions functions and capabilities of the application. Describe how the application can support undergraduate, graduate, and continuing education admission activities specifically.

Prospective Students:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
329. create and configure web forms for prospective students to request information (ex. Graduate School program information).					
330. automatically create a prospective student record based on certain actions (ex. creating an account in the self-service portal).					
331. track the life cycle of a student including prospective student, applicant, matriculated student, graduate assistantship, and graduate.					
Comments:					

Prospective Student/Applicant Self-Service/Portal:

For each question, indicate products **ability to**… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
332. Portal/self service capabilities for prospective students or applicants. Features of interest include:					
a. Creating an account to access the portal/self-service functionality					
b. request information on specific programs					
c. submit applications to various programs					
d. submit required supplements such as transcripts, portfolio materials (including audio/video and image files), and letters of recommendation					
e. View admissions decision					
f. View supplemental documentation related to admission (ex. transfer credit evaluation)					
g. Accept offers of admission					
h. Accept or decline a waitlist offer					
i. Request a deferral					
j. View and accept a graduate assistantship					
333. Ability for configuring and managing an application process for a prospective student.					
334. Ability to view missing steps or documentation from an application or workflow process.					
Comments:					

Application Configuration and Workflow:

For each question, indicate products **ability to**… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
335. provide workflow capabilities that support admissions activities. Workflows of interest include the following:					
a. Recruiting					
b. Financial Aid engagement					
c. Routing applications for Program specific review					
d. Offer of Admission					
e. Deferral tracking					
f. Student Employment					
g. Graduate Assistantships					
336. configure program specific applications.					
337. support multiple workflow being applied to a prospective student at the same time (ex. workflows that govern					

mode of instruction as well as workflows related to the particular program of study).					
338. allow individuals such as Program Directors or designated approvers to be able to review completed applications including, but not limited to transcripts, supplemental materials, and letters of recommendation.					
339. allow designated individuals such as Program Directors to make a recommendation for an offer of admission, or not, via the platform.					
340. allow Admissions team members to identify whether an applicant has applied to more than one program/plan in the same term or in different terms.					
341. allow Admissions team members to identify whether an applicant has provided/submitted all required materials.					
342. configure and utilize multiple letters of Admission templates, such as conditional and non-conditional offers.					
343. configure automated Admissions notifications within the system (ex. sending out automated notifications to Program Directors when an applicant responds to an offer of admission).					
344. create and manage high school counselor information and access within the system.					
345. allow high school counselors to view applications for students from their high school. Data points of interest include the following:					
a. Application status					
b. Missing/pending requirements that have not been completed by the student.					
346. communicate Admissions decisions broadly across the university, including to specific departments.					
347. plan recruiting trips. Features of interest are as follows:					
a. Scheduling dates for trips					
b. Identifying locations/locales					
c. Identifying lists of prospects in and around selected locations					
d. Scheduling meet ups/appointments with prospects					
e. Calendar for recruiters to view other recruiters' schedule and locations/locales					
348. identify prospective students that meet requirements for scholarships.					
349. allow recruiters to view recipients of scholarships and graduate assistantships within the system.					
350. configure recruiting regions, region assignments, and high school assignments for recruiters.					
351. automatically assign a region to a student prospect.					
Comments:					

Admissions Reporting, Dashboards and Analytics:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
352. configure and manage Admissions dashboards and reports. *Describe any limitations in the comments below.* Data sets of interest include the following:					
a. Prospective student					
b. Prospective student source (ex. a specific recruitment effort)					
c. Applicants					
d. Applications					
e. Application status by program					
f. Region					
g. In state/out of state applicants					
h. Recruitment efforts					
i. Events (registration, attendance)					
j. Admitted students					
k. Conversion rates					
l. Application method					
353. allow recruiters to use dashboards Key. Metrics of interest include the following:					
a. Applicants per region assigned to recruiter					
b. Number of applicants per recruiter admitted					
c. Number of admitted students per recruiter that matriculate					
d. Historic applicant, admittance, and matriculation data by region					
Comments:					

Admissions Integrations:

354. Describe platform integration capabilities including availability of API's, toolkits for creating connectors, available services, etc. JMU intends to use an Integrations Platform as a Service (iPaaS) with integrations involving the proposed CRM platform.

   a. Provide a full list of application connectors and describe any other methods of integration supported.

   b. Provide information on how the integrations can or cannot support real-time or near real-time data sharing for inbound and outbound data.

   c. Include pricing (in Section X. *Pricing Schedule*).

   d. Potential Admissions Integration Systems of Interest:

      a. Social media software Evolution Labs 360

    b. Keystone (international student recruitment and marketing automation)

    c. The Common Application

    d. CollegeNet

    e. Coalition

Professional and Continuing Education (PCE) Course Registration:

For each question, indicate products <u>ability to</u>… *Indicate status with an X as defined on page 4, provide comments at the end of the section.*	Standard	Custom	Third-Party	Roadmap	Not Available
355. allow entities to create an account and register for courses.					
356. utilize course registration from web forms/web pages.					
357. accept payment as part of course registration for a PCE course within the system. *Provide any payment vendor compatibility in the comment section below as relevant.*					
358. provide a receipt on screen or send via email to an individual entity that has registered for a course.					
359. allow an individual to register someone for a course other than the individual that is logged into the system (ex. a parent registering a child, or a spouse registering a spouse).					
360. allow someone to register multiple students for different PCE courses in a single transaction (ex. a parent registering multiple children for different youth camps).					
361. allow an individual to register for more than one PCE course in a single transaction.					
362. display related courses and events to an individual that is registering for a PCE course.					
363. configure and utilize promotional codes or discounts for individuals registering for a PCE course.					
364. display additional key information with a course during registration for a PCE course (exs. parking, drop off and pick up locations).					
365. allow employees to register others for a PCE course (ex. during an event).					
366. identify leads/contacts that begin course registration but have not completed it.					
Comments:					

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 **two (2) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.

   b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Return HECVAT Attachment with the electronic copy as a separate Excel file. 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. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

4. Offeror Data Sheet, included as *Attachment A* to this RFP.

5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of $100,000 unless no subcontracting opportunities exist.

6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at:.

7. Proposed Cost. See Section X. *Pricing Schedule* of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

	Points
1. Quality of products/services offered and suitability for intended purposes	30
2. Qualifications and experience of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to perform the services	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	20
	100

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

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

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

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

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

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

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

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

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

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

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

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

2. Employer's Liability: $100,000

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

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

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

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

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

T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, 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.

VIII.   SPECIAL TERMS AND CONDITIONS

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

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

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

From: _____

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

Name of Purchasing Officer: _____

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

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

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

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

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

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

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

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

H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians.

For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

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

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

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

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

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807**. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

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

K. <u>AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH</u>: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

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

M. <u>CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY</u>: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible

based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

N. 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. OPTIONAL PRE-PROPOSAL CONFERENCE CALL: An optional pre-proposal conference call will be held on Thursday, October 28, 2021 at 10:00am. Pre-registration is required by completing the registration form on Page 1 of this RFP and returning to Colleen Johnson (johns9cm@jmu.edu fax to 540-568-7935) by 5:00 PM on Monday, October 25, 2021. Call in information for the pre-proposal conference call will be provided to each registered offeror following their registration.

The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While call-in for this conference call will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to register and participate. Any changes resulting from this conference call will be issued in a written addendum to the solicitation.

R. 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.

S. 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.

T. 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.

U. EXCESSIVE DOWNTIME: Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than four (4) hours, the contractor agrees to pro-rate maintenance charges to account for the period of inoperability. The period of in-operability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than two (2) consecutive days, the contractor shall promptly replace the equipment or software at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within two (2) days following the request for replacement.

V. 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.

W. RENEWAL OF MAINTENANCE: Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for additional one-year periods, under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by more than the percentage increase or decrease in the other services category of the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.

X. SOFTWARE UPGRADES: The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor, included as part of the annual fee.

Y. TERM OF SOFTWARE LICENSE: Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license

at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.

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

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

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

CC.   <u>NONVISUAL ACCESS TO TECHNOLOGY</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:

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

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

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

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

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

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

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

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

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

DD. HIPAA – CONFIDENTIALITY AND RECORDS: The Contractor assures that information, data and records obtained during the performance of this contract, to include personal facts and circumstances related to patients, shall be considered confidential during and following the terms of this contract and will be stored and maintained in strict compliance with applicable state and federal laws, and, further, shall not be divulged without JMU's written consent and then only in strict accordance with said applicable laws. The Contractor shall hold all information provided by JMU as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material. Upon termination of this contract and/or within thirty (30) days of receipt of final payment for services, all materials, data, and information in the possession of the Contractor, provided to or obtained by the Contractor during the performance of this contract and to satisfy the requirements of the contract, shall be provided to JMU in hard copy and/or electronic form. Except where law allows, the Contractor shall not retain hard copies of the material, data, and information and all electronically stored material, data, and information shall be expunged from equipment and systems retained by the Contractor.

EE. 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.

FF.   OWNERSHIP OF INTELLECTUAL PROPERTY: All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

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. The resulting contract will be cooperative (see Section VIII.I. *Cooperative Purchasing/Use of Agreement by Third Parties*).

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

NOTES:

- **Breakdown all costs by Service Groups below, note any discount available to the university if multiple service groups are contracted by the same offeror.**

- **For all costs provide scalable licensing models with pricing tiers as applicable for use case and usage growth (i.e. applications integrated, number of users, volume of data, etc).**

- **Services and training pricing should include both remote and on-premise rates, with any on premises rates inclusive of travel costs.**

A. SERVICE GROUP 1: General, Enterprise-wide CRM Functionality

    a. Costs from IV.A. *Implementation Services, Training and Consulting:* Implementation costs in a detailed format to include by not limited to:

        i. Services (including change management)

        ii. Integration

        iii. Customization

        iv. Anticipated Travel

        v. Testing

        vi. Training

        vii. Documentation

    b. Costs from IV.B. Service Group 1: *General, Enterprise-wide CRM Functionality*

        i. Subscription cost (indicate and provide pricing for all licensing model options available, i.e. named licenses, concurrent users, unlimited, etc.)

        ii. Test Instances

        iii. Hosting (if separate from subscription cost)

        iv. Annual support (provide any optional tiers)

        v. Annual maintenance fee costs as applicable

        vi. Software add-ons and Integrations as relevant

        vii. White labeling

    c. Provide breakdown of one-time costs and breakdown of ongoing costs.

B. SERVICE GROUP 2: Academic Advising, Student Success and Early Alerts

    a. Costs from IV.A. *Implementation Services, Training and Consulting:* Implementation costs in a detailed format to include by not limited to:

        i. Services (including change management)

        ii. Integration

        iii. Customization

        iv. Anticipated Travel

        v. Testing

        vi. Training

        vii. Documentation

    b. Costs from IV.C. Service Group 2: *Academic Advising, Student Success and Early Alerts*

        i. Subscription cost (indicate and provide pricing for all licensing model options available, i.e. named licenses, concurrent users, unlimited, etc.)

        ii. Test Instances

iii. Hosting (if separate from subscription cost)

iv. Annual support (provide any optional tiers)

v. Annual maintenance fee costs as applicable

vi. Software add-ons and Integrations as relevant

vii. White labeling

c. Provide breakdown of one-time costs and breakdown of ongoing costs.

C. SERVICE GROUP 3: Advancement
TO BE COMPLETED AS APPLICABLE

    a. Costs from IV.A. *Implementation Services, Training and Consulting:* Implementation costs in a detailed format to include by not limited to:

        i. Services (including change management)

        ii. Integration

        iii. Customization

        iv. Anticipated Travel

        v. Testing

        vi. Training

        vii. Documentation

    b. Costs from IV.D. Service Group 3: *Advancement*

        i. Subscription cost (indicate and provide pricing for all licensing model options available, i.e. named licenses, concurrent users, unlimited, etc.)

        ii. Test Instances

        iii. Hosting (if separate from subscription cost)

        iv. Annual support (provide any optional tiers)

        v. Annual maintenance fee costs as applicable

        vi. Software add-ons and Integrations as relevant

        vii. White labeling

    c. Provide breakdown of one-time costs and breakdown of ongoing costs.

D. SERVICE GROUP 4: Admissions (Undergraduate, Graduate, and Continuing Education)
TO BE COMPLETED AS APPLICABLE

    a. Costs from IV.A. *Implementation Services, Training and Consulting:* Implementation costs in a detailed format to include by not limited to:

        i. Services (including change management)

        ii. Integration

        iii. Customization

        iv. Anticipated Travel

       v.   Testing

      vi.   Training

     vii.   Documentation

   b. Costs from IV.E. Service Group 4: *Admissions (Undergraduate, Graduate, and Continuing Education)*

        i.   Subscription cost (indicate and provide pricing for all licensing model options available, i.e. named licenses, concurrent users, unlimited, etc.)

       ii.   Test Instances

     iii.   Hosting (if separate from subscription cost)

     iv.   Annual support (provide any optional tiers)

       v.   Annual maintenance fee costs as applicable

      vi.   Software add-ons and Integrations as relevant

     vii.   White labeling

   c. Provide breakdown of one-time costs and breakdown of ongoing costs.

E. Provide any discounts available to the university and VASCUPP members who may utilize any resulting cooperative contract.

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

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

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

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

Attachment F: Virginia Higher Education Procurement Consortium (VHEPC) Publicly Accessible Contract Agreement

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

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

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

    Years_____ Months_____

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #

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

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

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

Offeror Name: _____ **Preparer Name:** _____

Date: _____

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

   If yes, certification number: _____ Certification date:_____

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

   If yes, certification number: _____ Certification date:_____

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

   If yes, certification number: _____ Certification date:_____

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

   If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____   Date Form Completed: _____

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

Offeror / Proposer:

Firm _____   Address _____   Contact Person/No. _____

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

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

RETURN OF THIS PAGE IS REQUIRED

76

JMU
JAMES MADISON
UNIVERSITY®

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No._____

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

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

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

PERIOD OF PERFORMANCE: From_____ through_____

The contract documents shall consist of:

(1)   This signed form;

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

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

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

CONTRACTOR: PURCHASING AGENCY:

By:_____   By:_____
(Signature)   (Signature)

_____   _____
(Printed Name)   (Printed Name)

Title:_____   Title:_____

ATTACHMENT D

James Madison University
Information Technology Services Addendum

CONTRACTOR NAME: _____

PRODUCT/SOLUTION: _____

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

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

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

3. **Data Privacy:**
   a. Contractor will use University Data only for the purpose of fulfilling its duties under the Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by law.
   b. University Data will not be stored outside the United States without prior written consent from the University.
   c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under the Agreement. The Contractor will ensure that the Contractor's employees, and subcontractors when applicable, who perform work under the Agreement have received appropriate instruction as to how to comply with the data protection provisions of the Agreement and have agreed to confidentiality obligations at least as restrictive as those contained in this Addendum.
      i. If the Contractor will have access to the records protected by the Family Educational Rights and Privacy Act (FERPA), Contractor acknowledges that for the purposes of the Agreement it will be designated as

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

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

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

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

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

7. **Security Breach:**
   a. Response: Immediately (within one day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify the University 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.

<table>
<tr><td colspan="2" align="center">**JAMES MADISON UNIVERSITY**</td><td colspan="2" align="center">**CONTRACTOR**</td></tr>
<tr><td>SIGNATURE:</td><td></td><td>SIGNATURE:</td><td></td></tr>
<tr><td>PRINTED NAME:</td><td></td><td>PRINTED NAME:</td><td></td></tr>
<tr><td>TITLE:</td><td></td><td>TITLE:</td><td></td></tr>
<tr><td>DATE:</td><td></td><td>DATE:</td><td></td></tr>
</table>

REV: March 23, 2020

ATTACHMENT E

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

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

CONTRACTOR NAME: <u> </u>

DATE: <u> </u>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This contract 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

ATTACHMENT F

VHEPC AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)

This Agreement, effective the 1st day of [Date], is by and between James Madison University (the "University"), on behalf of the Virginia Higher Education Procurement Consortium (the "Consortium") (collectively the "University"), and [VENDOR NAME], ("[Vendor]").

TERM

The term of this Agreement is until [Date]. This end date coincides with the Primary Agreement's end date.

WITNESS

WHEREAS, the University and [Vendor] have executed an agreement, UCPJMUXXXX, dated MONTH XX, 20XX (the "Primary Agreement"), and included in the Primary Agreement is a third party access / cooperative clause. Now therefore, the University and [Vendor] wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

I.   [Vendor] will:

A.   Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the "PAC Annual Fee"). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.;

B.   Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;

C.   Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and

II.   The University/Consortium will:

A.   Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members

B.   Maintain an approved version of [Vendor]'s logo on the Consortium website

III.   Payment

A.   Payment of PAC Annual Fee will arrive at the Consortium/University no later than MONTH XX of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

B.   Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

> Constance Alexander, Office Manager
> Procurement and Supplier Diversity Services
> c/o VHEPC
> University of Virginia, Carruthers Hall
> PO Box 400202
> 1001 N. Emmet Street
> Charlottesville, VA 22904

IV.   Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt: or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

> [Lead School Procurement Director]
> [Lead School Procurement Address & Contact Info]

If to [Vendor]:

> [Vendor Contact]
> [Vendor]
> [Address]
> Email: [Vendor Email]
> Fax: [Fax]

ACCEPTANCE

For [Lead Institution]   **For [Vendor]**

_____   _____

[Lead Proc Director]   [Vendor Contact]
[Lead Job Title]   [Vendor Contact Title]

_____   _____

Date   Date

Agreement #: [Contract-Number]-PAC

EDUCAUSE

Shared Assessments Introduction

Campus IT environments are rapidly changing and the speed of cloud service adoption is increasing. Institutions looking for ways to do more with less see cloud services as a good way to save resources. As campuses deploy or identify cloud services, they must ensure the cloud services are appropriately assessed for managing the risks to the confidentiality, integrity and availability of sensitive institutional information and the PII of constituents. Many campuses have established a cloud security assessment methodology and resources to review cloud services for privacy and security controls. Other campuses don't have sufficient resources to assess their cloud services in this manner. On the vendor side, many cloud services providers spend significant time responding to the individualized security assessment requests made by campus customers, often answering similar questions repeatedly. Both the provider and consumer of cloud services are wasting precious time creating, responding, and reviewing such assessments.

The **Higher Education Cloud Vendor Assessment Tool** (**HECVAT**) attempts to generalize higher education information security and data protection questions and issues for consistency and ease of use. Some institutions may have specific issues that must be addressed in addition to the general questions provided in this assessment. It is anticipated that this HECVAT will be revised over time to account for changes in cloud services provisioning and the information security and data protection needs of higher education institutions.

The Higher Education Cloud Vendor Assessment Tool:
● Helps higher education institutions ensure that cloud services are appropriately assessed for security and privacy needs, including some that are unique to higher education
● Allows a consistent, easily-adopted methodology for campuses wishing to reduce costs through cloud services without increasing risks
● Reduces the burden that cloud service providers face in responding to requests for security assessments from higher education institutions

The HECVAT was created by the Higher Education Information Security Council Shared Assessments Working Group. Its purpose is to provide a starting point for the assessment of third-party provided cloud services and resources. Over time, the Shared Assessments Working Group hopes to create a framework that will establish a community resource where institutions and cloud services providers will share completed Higher Education Cloud Vendor Assessment Tool assessments.

https://www.educause.edu/hecvat
https://www.ren-isac.net/hecvat

This Higher Education Cloud Vendor Assessment Tool is brought to you by the Higher Education Information Security Council, and members from EDUCAUSE, Internet2, and the Research and Education Networking Information Sharing and Analysis Center (REN-ISAC).

Proceed to the next tab, Instructions.

Higher Education Cloud Vendor Assessment Tool – Instructions

Target Audience

These instructions are for **vendors** interested in providing the Institution with a software and/or a service. This worksheet should not be completed by an Institution entity. The purpose of this worksheet is for the vendor to submit robust security safeguard information in regards to the product (software/service) being assessed in the Institution's assessment process.

Document Layout

There are five main sections of the Higher Education Cloud Vendor Assessment Tool, all listed below and outlined in more detail. This document is designed to have the first two sections populated first; after the Qualifiers section is completed it can be populated in any order. Within each section, answer each question top-to-bottom. Some questions are nested and may be blocked out via formatting based on previous answers. Populating this document in the correct order improves efficiency. **Do not overwrite selection values (data validation) in column C of the HECVAT tab.**

General Information	This section is self-explanatory; product specifics and contact information. **GNRL-01 through GNRL-10 should be populated by the Vendor.** GNRL-11 and GNRL-12 are for Institution use only.
Qualifiers	Populate this section **completely** before continuing. Answers in this section can determine which sections will be required for this assessment. By answering "No" to Qualifiers, their matched sections become optional and are highlighted in orange.
Documentation	Focused on external documentation, the Institution is interested in the frameworks that guide your security strategy and what has been done to certify these implementations.
Company Overview	This section is focused on company background, size, and business area experience.

Safeguards

The remainder of the document consists of various safeguards, grouped generally by section.

In sections where vendor input is required there are only one or two columns that need modification, Vendor Answers and Additional Information, columns C and D respectively (see Figure 1 below). You will see that sometimes C and D are separate and other times are merged. If they are separate, C will be a selectable, drop-down box and any supporting information should be added to column D. If C and D are merged, the question is looking for the answer to be in narrative form. At the far right is a column titled "Guidance". After answering questions, check this column to ensure you have submitted information/documentation to sufficiently answer the question. Use the "Additional Information" column to provide any requested details.

Figure 1:

C	D	E
Vendor Answers	**Additional Information**	**Guidance**
No		Provide a brief description.

Optional Safeguards Based on Qualifiers

Not all questions are relevant to all vendors. Qualifiers are used to make whole sections optional to vendors depending on the scope of product usage and the data involved in the engagement being assessed. Sections that become optional have the section titles and questions highlighted in orange (see Figure 2).

Figure 2:

BCP – Optional based on QUALIFIER response.	Vendor Answers	Additional Information
BCPL-01	Describe or provide a reference to your Business Continuity Plan.	

Definitions and Data Zones

Institution	Any school, college, or university using the Higher Education Cloud Vendor Assessment Tool
Institution Data Zone	The country/region in which an Institution is located, including all laws and regulations in-scope within that country/region.
Vendor Data Zone	The country/region in which a vendor is headquartered and/or serves its products/services, including all laws and regulations in-scope within that country/region.

Customers from different regions may expect vary protections of data (e.g. GDPR), this is the Institution Data Zone. Vendors may handle data differently depending on the country or region where data is stored, this is the Vendor Data Zone. As a vendor, if your security practices vary based on your region of operation, you may want to populate a HECVAT in the context for each security zone (strategy). That said, Institutions from different data zones may still use vendor responses from other state Data Zones. If your security practices are the same across all regions of operations, indicate "All" in your Vendor Data Zone.

Example A: If vendor ABC is headquartered and stores data in Canada, and provides services to only customers in Canada, ABC should state "Canada" in both Data Zone fields.

Example B: If vendor ABC is headquartered and stores data in Canada, and additionally provides services to customers in the United Kingdom, ABC may want to assure customers in the United Kingdom that their data is handled properly for their region. In that case, ABC should state "Canada" in the Vendor Data Zone and "United Kingdom" in the Institution Data Zone.

Example C: If your security strategy is broad and doesn't fit this statement model, provide a brief summary in each field and the Institution's Security Analyst can assess your response.

Data Reporting

To update data in the Report tabs, click Refresh All in the Menu tab. Input provided in the HECVAT tab is assessed a preliminary score pending Institution's Security Analyst review.

Proceed to the next tab, HECVAT.

For Institution's Security Analysts

Raw vendor answers can be viewed in the Cloud Vendor Assessment Tool tab. To begin your assessment, review the Analyst Report tab, ensuring that you select the appropriate security standard used in your institution (cell B7) before you begin. Select complaince states for the outstanding non-compliant or short-answer questions in column G. Once all subjective questions are evaluated and compliance indicated, move to the Summary Report tab. To update the report's data, select Refresh All in the Data menu. Review details in the Summary Report and based on your assessment, follow-up with vendor for clarification(s) or add the Summary Report output to your Institution's reporting documents.

Higher Education Cloud Vendor Assessment Tool

HEISC Shared Assessments Working Group

DATE-01	Date	mm/dd/yyyy

General Information

In order to protect the Institution and its systems, vendors whose products and/or services will access and/or host institutional data must complete the Higher Education Cloud Vendor Assessment Tool (HECVAT). Throughout this tool, anywhere where the term data is used, this is an all-encompassing term including at least data and metadata. Answers will be reviewed by Institution security analysts upon submittal. This process will assist the institution in preventing breaches of protected information and comply with Institution policy, state, and federal law. This is intended for use by vendors participating in a Third Party Security Assessment and should be completed by a vendor. Review the *Instructions* tab for further guidance.

GNRL–01 through GNRL–08; populated by the Vendor

GNRL–01	Vendor Name	Vendor Name
GNRL–02	Product Name	Product Name and Version Information
GNRL–03	Product Description	Brief Description of the Product
GNRL–04	Web Link to Product Privacy Notice	http://www.vendor.domain/privacynotice
GNRL–05	Vendor Contact Name	Vendor Contact Name
GNRL–06	Vendor Contact Title	Vendor Contact Title
GNRL–07	Vendor Contact Email	Vendor Contact E-mail Address
GNRL–08	Vendor Contact Phone Number	555-555-5555
GNRL–09	Vendor Data Zone	See Instructions tab for guidance
GNRL–10	Institution Data Zone	James Madison University is located in Harrisonburg, VA; our data zone is the Contiguous United States (CONUS)

GNRL–11 and GNRL–12; populated by the Institution's Security Office

GNRL–11	Institution's Security Analyst/Engineer	Institution's Security Analyst/Engineer Name
GNRL–12	Assessment Contact	ticket#@yourdomain.edu

Instructions

Step 1: Complete the *Qualifiers* section first. **Step 2:** Complete each section answering each set of questions in order from top to bottom; the built-in formatting logic relies on this order. **Step 3:** Submit the completed Higher Education Cloud Vendor Assessment Tool (HECVAT) to the institution according to institutional procedures.

Qualifiers

		Vendor Answers	**Additional Information**	**Guidance**
	The Institution conducts Third Party Security Assessments on a variety of third parties. As such, not all assessment questions are relevant to each party. To alleviate complexity, a "qualifier" strategy is implemented and allows for various parties to utilize this common documentation instrument. **Responses to the following questions will determine the need to answer additional questions below.**			
QUAL–01	Does your product process protected health information (PHI) or any data covered by the Health Insurance Portability and Accountability Act?	Yes		You are required to complete the questions in the HIPAA section.
QUAL–02	Does the vended product host/support a mobile application? (e.g. app)	Yes		You are required to complete the questions in the Mobile Application section.
QUAL–03	Will institution data be shared with or hosted by any third parties? (e.g. any entity not wholly-owned by your company is considered a third-party)	Yes		You are required to complete the questions in the Third Parties section.

		Vendor Answers	Additional Information	Guidance
QUAL-04	Do you have a Business Continuity Plan (BCP)?	Yes		You are required to complete the questions in the Business Continuity section.
QUAL-05	Do you have a Disaster Recovery Plan (DRP)?	Yes		You are required to complete the questions in the Disaster Recovery section.
QUAL-06	Will data regulated by PCI DSS reside in the vended product?	Yes		You are required to complete the questions in the PCI DSS section.
QUAL-07	Is your company a consulting firm providing only consultation to the Institution?	No		Responses to the questions in the Consulting section are optional.
Documentation		**Vendor Answers**	**Additional Information**	**Guidance**
DOCU-01	Have you undergone a SSAE 16 audit?			
DOCU-02	Have you completed the Cloud Security Alliance (CSA) self assessment or CAIQ?			
DOCU-03	Have you received the Cloud Security Alliance STAR certification?			
DOCU-04	Do you conform with a specific industry standard security framework? (e.g. NIST Cybersecurity Framework, ISO 27001, etc.)			
DOCU-05	Are you compliant with FISMA standards?			
DOCU-06	Does your organization have a data privacy policy?			
Company Overview		**Vendor Answers**	**Additional Information**	**Guidance**
COMP-01	Describe your organization's business background and ownership structure, including all parent and subsidiary relationships.			Include circumstances that may involve off-shoring or multi-national agreements.
COMP-02	Describe how long your organization has conducted business in this product area.			Include the number of years and in what capacity.
COMP-03	Do you have existing higher education customers?			

		Vendor Answers	Additional Information	Guidance
COMP-04	Have you had a significant breach in the last 5 years?			
COMP-05	Do you have a dedicated Information Security staff or office?			
COMP-06	Do you have a dedicated Software and System Development team(s)? (e.g. Customer Support, Implementation, Product Management, etc.)			
COMP-07	Use this area to share information about your environment that will assist those who are assessing your company data security program.			Share any details that would help information security analysts assess your product.
Third Parties		**Vendor Answers**	**Additional Information**	**Guidance**
THRD-01	Describe how you perform security assessments of third party companies with which you share data (i.e. hosting providers, cloud services, PaaS, IaaS, SaaS, etc.). Provide a summary of your practices that assures that the third party will be subject to the appropriate standards regarding security, service recoverability, and confidentiality.			Ensure that all elements of THRD-01 are clearly stated in your response.
THRD-02	Provide a brief description for why each of these third parties will have access to institution data.			If more space is needed to sufficiently answer this question, provide reference to the document or add it as an appendix.
THRD-03	What legal agreements (i.e. contracts) do you have in place with these third parties that address liability in the event of a data breach?			Provide sufficient detail for each legal agreement in place.
THRD-04	Describe or provide references to your third party management strategy or provide additional information that may help analysts better understand your environment and how it relates to third-party solutions.			Robust answers from the vendor improve the quality and efficiency of the security assessment process.
Consulting – Optional based on QUALIFIER response.		**Vendor Answers**	**Additional Information**	**Guidance**
CONS-01	Will the consulting take place on-premises?			
CONS-02	Will the consultant require access to Institution's network resources?			

		Vendor Answers	Additional Information	Guidance
CONS-03	Will the consultant require access to hardware in the Institution's data centers?			
CONS-04	Will the consultant require an account within the Institution's domain (@*.edu)?			
CONS-05	Has the consultant received training on [sensitive, HIPAA, PCI, etc.] data handling?			
CONS-06	Will any data be transferred to the consultant's possession?			
CONS-07	Is it encrypted (at rest) while in the consultant's possession?			
CONS-08	Will the consultant need remote access to the Institution's network or systems?			
CONS-09	Can we restrict that access based on source IP address?			
Application/Service Security		**Vendor Answers**	**Additional Information**	**Guidance**
APPL-01	Do you support role-based access control (RBAC) for end-users?			
APPL-02	Do you support role-based access control (RBAC) for system administrators?			
APPL-03	Can employees access customer data remotely?			
APPL-04	Can you provide overall system and/or application architecture diagrams including a full description of the data communications architecture for all components of the system?			
APPL-05	Does the system provide data input validation and error messages?			
APPL-06	Do you employ a single-tenant environment?			
APPL-07	What operating system(s) is/are leveraged by the system(s)/application(s) that will have access to institution's data?			List all operating systems and the roles that are fulfilled by each.

ID	Question	Vendor Answers	Additional Information	Guidance
APPL-08	Have you or any third party you contract with that may have access or allow access to the institution's data experienced a breach?			
APPL-09	Describe or provide a reference to additional software/products necessary to implement a functional system on either the backend or user-interface side of the system.			Describe the products and how they will be implemented.
APPL-10	Describe or provide a reference to the overall system and/or application architecture(s), including appropriate diagrams. Include a full description of the data communications architecture for all components of the system.			Ensure that all parts of APPL-10 are clearly stated in your response. Submit architecture diagrams along with this fully-populated HECVAT.
APPL-11	Are databases used in the system segregated from front-end systems? (e.g. web and application servers)			
APPL-12	Describe or provide a reference to all web-enabled features and functionality of the system (i.e. accessed via a web-based interface).			Include both end-user and adminstrative features and functions.
APPL-13	Are there any OS and/or web-browser combinations that are _not_ currently supported?			
APPL-14	Can your system take advantage of mobile and/or GPS enabled mobile devices?			
APPL-15	Describe or provide a reference to the facilities available in the system to provide separation of duties between security administration and system administration functions.			Include a detailed description of how security administration and system administration authority is separated, controls are verified, and logs are reviewed regularly to ensure appropriate use.
APPL-16	Describe or provide a reference that details how administrator access is handled (e.g. provisioning, principle of least privilege, deprovisioning, etc.)			Ensure that all parts of APPL-16 are clearly stated in your response.
APPL-17	Does the system provide data input validation and error messages?			
APPL-18	Describe or provide references explaining how tertiary services are redundant (i.e. DNS, ISP, etc...).			Ensure that all parts of APPL-18 are clearly stated in your response. The examples given are not exhaustive - elaborate as necessary.
Authentication, Authorization, and Accounting		**Vendor Answers**	**Additional Information**	**Guidance**
AAAI-01	Can you enforce password/passphrase aging requirements?			

ID	Question		
AAAI-02	Can you enforce password/passphrase complexity requirements [provided by the institution]?		
AAAI-03	Does the system have password complexity or length limitations and/or restrictions?		
AAAI-04	Do you have documented password/passphrase reset procedures that are currently implemented in the system and/or customer support?		
AAAI-05	Does your web-based interface support authentication, including standards-based single-sign-on? (e.g. InCommon)		
AAAI-06	Are there any passwords/passphrases hard coded into your systems or products?		
AAAI-07	Are user account passwords/passphrases visible in administration modules?		
AAAI-08	Are user account passwords/passphrases stored encrypted?		
AAAI-09	Does your *application* and/or user-frontend/portal support multi-factor authentication? (e.g. Duo, Google Authenticator, OTP, etc.)		
AAAI-10	Does your *application* support integration with other authentication and authorization systems? List which ones (such as Active Directory, Kerberos and what version) in Additional Info?		
AAAI-11	Will any external authentication or authorization system be utilized by an application with access to the institution's data?		
AAAI-12	Does the *system* (servers/infrastructure) support external authentication services (e.g. Active Directory, LDAP) in place of local authentication?		
AAAI-13	Does the system operate in a mixed authentication mode (i.e. external and local authentication)?		
AAAI-14	Will any external authentication or authorization system be utilized by a system with access to institution data?		
AAAI-15	Are audit logs available that include AT LEAST all of the following; login, logout, actions performed, and source IP address?		
AAAI-16	Describe or provide a reference to the a) system capability to **log** security/authorization changes as well as user and administrator security events (i.e. physical or electronic)(e.g. login failures, access denied, changes accepted), and b) all requirements necessary to implement logging and monitoring on the system. Include c) information about SIEM/log collector usage.	Ensure that all elements of AAAI-16 are clearly stated in your response.	

		Vendor Answers	Additional Information	Guidance
AAAI-17	Describe or provide a reference to the retention period for those logs, how logs are protected, and whether they are accessible to the customer (and if so, how).			Ensure that all elements of AAAI-17 are clearly stated in your response.
Business Continuity Plan				
BCPL-01	Describe or provide a reference to your Business Continuity Plan (BCP).			Provide a valid URL to your current BCP or submit it along with this fully-populated HECVAT.
BCPL-02	May the Institution review your BCP and supporting documentation?			
BCPL-03	Is an owner assigned who is responsible for the maintenance and review of the Business Continuity Plan?			
BCPL-04	Is there a defined problem/issue escalation plan in your BCP for impacted clients?			
BCPL-05	Is there a documented communication plan in your BCP for impacted clients?			
BCPL-06	Are all components of the BCP reviewed at least annually and updated as needed to reflect change?			
BCPL-07	Has your BCP been tested in the last year?			
BCPL-08	Does your organization conduct training and awareness activities to validate its employees understanding of their roles and responsibilities during a crisis?			
BCPL-09	Are specific crisis management roles and responsibilities defined and documented?			
BCPL-10	Does your organization have an alternative business site or a contracted Business Recovery provider?			
BCPL-11	Does your organization conduct an annual test of relocating to an alternate site for business recovery purposes?			
BCPL-12	Is this product a core service of your organization, and as such, the top priority during business continuity planning?			
Change Management		Vendor Answers	Additional Information	Guidance
CHNG-01	Do you have a documented and currently followed change management process (CMP)?			

ID	Question	Response	
CHNG-02	Indicate all procedures that are implemented in your CMP. a.) An impact analysis of the upgrade is performed. b.) The change is appropriately authorized. c.) Changes are made first in a test environment. d.) The ability to implement the upgrades/changes in the production environment is limited to appropriate IT personnel.		Ensure that all parts of CHNG-02 are clearly stated in your response.
CHNG-03	Will the Institution be notified of major changes to your environment that could impact the Institution's security posture?		
CHNG-04	Do clients have the option to not participate in or postpone an upgrade to a new release?		
CHNG-05	Describe or provide a reference to your solution support strategy in relation to maintaining software currency. (i.e. how many concurrent versions are you willing to run and support?)		Ensure that all relevant details pertaining to CHNG-05 are clearly stated in your response.
CHNG-06	Identify the most current version of the software. Detail the percentage of live customers that are utilizing the proposed version of the software as well as each version of the software currently in use.		Ensure that all parts of CHNG-06 are clearly stated in your response.
CHNG-07	Does the system support client customizations from one release to another?		
CHNG-08	Does your organization ensure through policy and procedure (that is currently implemented) that only application software verifiable as authorized, tested, and approved for production, and having met all other requirements and reviews necessary for commissioning, is placed into production?		
CHNG-09	Do you have a release schedule for product updates?		
CHNG-10	Do you have a technology roadmap, for the next 2 years, for enhancements and bug fixes for the product/service being assessed?		
CHNG-11	Is Institution involvement (i.e. technically or organizationally) required during product updates?		
CHNG-12	Do you have policy and procedure, currently implemented, managing how critical patches are applied to all systems and applications?		
CHNG-13	Do you have policy and procedure, currently implemented, guiding how security risks are mitigated until patches can be applied?		

		Vendor Answers	Additional Information	Guidance
CHNG-14	Are upgrades or system changes installed during off-peak hours or in a manner that does not impact the customer?			
CHNG-15	Do procedures exist to provide that emergency changes are documented and authorized (including after the fact approval)?			
Data				
DATA-01	Do you physically and logically separate Institution's data from that of other customers?			
DATA-02	Will Institution's data be stored on any devices (database servers, file servers, SAN, NAS, …) configured with non-RFC 1918/4193 (i.e. publicly routable) IP addresses?			
DATA-03	Is sensitive data encrypted in transport? (e.g. system-to-client)			
DATA-04	Is sensitive data encrypted in storage (e.g. disk encryption, at-rest)?			
DATA-05	Do you employ or allow any cryptographic modules that do not conform to the Federal Information Processing Standards (FIPS PUB 140-2)?			
DATA-06	Does your system employ encryption technologies when transmitting sensitive information over TCP/IP networks (e.g., SSH, SSL/TLS, VPN)? (e.g. system-to-system and system-to-client)			
DATA-07	List all locations (i.e. city + datacenter name) where the institution's data will be stored?			Ensure that all parts of DATA-07 are clearly stated in your response.
DATA-08	At the completion of this contract, will data be returned to the institution?			
DATA-09	Will the institution's data be available within the system for a period of time at the completion of this contract?			
DATA-10	Can the institution extract a full backup of data?			
DATA-11	Are ownership rights to all data, inputs, outputs, and metadata retained by the institution?			
DATA-12	Are these rights retained even through a provider acquisition or bankruptcy event?			
DATA-13	In the event of imminent bankruptcy, closing of business, or retirement of service, will you provide 90 days for customers to get their data out of the system and migrate applications?			

		Vendor Answers	Additional Information	Guidance
DATA-14	Describe or provide a reference to the backup processes for the servers on which the service and/or data resides.			If your strategy uses different processes for services and data, ensure that all strategies are clearly stated and supported
DATA-15	Are backup copies made according to pre-defined schedules and securely stored and protected?			
DATA-16	How long are data backups stored?			If your backup strategy uses varying periods, ensure that each strategy is clearly stated and supported.
DATA-17	Are data backups encrypted?			
DATA-18	Do you have a cryptographic key management process (generation, exchange, storage, safeguards, use, vetting, and replacement), that is documented and currently implemented, for all system components? (e.g. database, system, web, etc.)			
DATA-19	Do current backups include all operating system software, utilities, security software, application software, and data files necessary for recovery?			
DATA-20	Are you performing off site backups? (i.e. digitally moved off site)			
DATA-21	Are physical backups taken off site? (i.e. physically moved off site)			
DATA-22	Do backups containing the institution's data ever leave the Institution's Data Zone either physically or via network routing?			
DATA-23	Do you have a media handling process, that is documented and currently implemented, including end-of-life, repurposing, and data sanitization procedures?			
DATA-24	Does the process described in DATA-23 adhere to DoD 5220.22-M and/or NIST SP 800-88 standards?			
DATA-25	Do procedures exist to ensure that retention and destruction of data meets established business and regulatory requirements?			
DATA-26	Is media used for long-term retention of business data and archival purposes stored in a secure, environmentally protected area?			
DATA-27	Will you handle data in a FERPA compliant manner?			
DATA-28	Is any institution data visible in system administration modules/tools?			
Database		**Vendor Answers**	**Additional Information**	**Guidance**

	Datacenter	Vendor Answers	Additional Information	Guidance
DBAS-01	Does the database support encryption of specified data elements in storage?			
DBAS-02	Do you currently use encryption in your database(s)?			
DCTR-01	Does your company own the physical data center where the Institution's data will reside?			
DCTR-02	Does the hosting provider have a SOC 2 Type 2 report available?			
DCTR-03	Are the data centers staffed 24 hours a day, seven days a week (i.e 24x7x365)?			
DCTR-04	Do any of your servers reside in a co-located data center?			
DCTR-05	Are your servers separated from other companies via a physical barrier, such as a cage or hardened walls?			
DCTR-06	Does a physical barrier fully enclose the physical space preventing unauthorized physical contact with any of your devices?			
DCTR-07	Select the option that best describes the network segment that servers are connected to.			Provide a general summary of the implemented networking strategy.
DCTR-08	Does this data center operate outside of the Institution's Data Zone?			
DCTR-09	Will any institution data leave the Institution's Data Zone?			
DCTR-10	List all datacenters and the cities, states (provinces), and countries where the Institution's data will be stored (including within the Institution's Data Zone).			Ensure that all parts of DCTR-10 are clearly stated in your response.
DCTR-11	Are your primary and secondary data centers geographically diverse?			
DCTR-12	If outsourced or co-located, is there a contract in place to prevent data from leaving the Institution's Data Zone?			
DCTR-13	What Tier Level is your data center (per levels defined by the Uptime Institute)?			Review the Uptime Institute's level/tier direction provided on their website if you need addition information to answer DCTR-13.

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Ref	Question	Vendor Answers	Additional Information	Guidance
DCTR-14	Is the service hosted in a high availability environment?			
DCTR-15	Is redundant power available for all datacenters where institution data will reside?			
DCTR-16	Are redundant power strategies tested?			
DCTR-17	Describe or provide a reference to the availability of cooling and fire suppression systems in all datacenters where institution data will reside.			Ensure that all parts of DCTR-17 are clearly stated in your response.
DCTR-18	State how many Internet Service Providers (ISPs) provide connectivity to each datacenter where the institution's data will reside.			State the ISP provider(s) in addition to the number of ISPs that provide connectivity.
DCTR-19	Does every datacenter where the Institution's data will reside have multiple telephone company or network provider entrances to the facility?			
Disaster Recovery Plan		**Vendor Answers**	**Additional Information**	**Guidance**
DRPL-01	Describe or provide a reference to your Disaster Recovery Plan (DRP).			Provide a valid URL to your current DRP or submit it along with this fully-populated HECVAT.
DRPL-02	Is an owner assigned who is responsible for the maintenance and review of the DRP?			
DRPL-03	Can the Institution review your DRP and supporting documentation?			
DRPL-04	Are any disaster recovery locations outside the Institution's Data Zone?			
DRPL-05	Does your organization have a disaster recovery site or a contracted Disaster Recovery provider?			
DRPL-06	Does your organization conduct an annual test of relocating to this site for disaster recovery purposes?			
DRPL-07	Is there a defined problem/issue escalation plan in your DRP for impacted clients?			
DRPL-08	Is there a documented communication plan in your DRP for impacted clients?			
DRPL-09	Describe or provide a reference to how your disaster recovery plan is tested? (i.e. scope of DR tests, end-to-end testing, etc.)			Ensure that all elements of DRPL-09 are clearly stated in your response.
DRPL-10	Has the Disaster Recovery Plan been tested in the last year? Please provide a summary of the results in Additional Information (including actual recovery time).			

ID	Question	Vendor Answers	Additional Information	Guidance
DRPL-11	Do the documented test results identify your organizations actual recovery time capabilities for technology and facilities?			
DRPL-12	Are all components of the DRP reviewed at least annually and updated as needed to reflect change?			
DRPL-13	Do you carry cyber-risk insurance to protect against unforeseen service outages, data that is lost or stolen, and security incidents?			
Firewalls, IDS, IPS, and Networking		**Vendor Answers**	**Additional Information**	**Guidance**
FIDP-01	Are you utilizing a web application firewall (WAF)?			
FIDP-02	Are you utilizing a stateful packet inspection (SPI) firewall?			
FIDP-03	State and describe who has the authority to change firewall rules?			Ensure that all parts of FIDP-03 are clearly stated in your response.
FIDP-04	Do you have a documented policy for firewall change requests?			
FIDP-05	Have you implemented an network-based Intrusion Detection System?			
FIDP-06	Have you implemented an network-based Intrusion Prevention System?			
FIDP-07	Do you employ host-based intrusion detection?			
FIDP-08	Do you employ host-based intrusion prevention?			
FIDP-09	Are you employing any next-generation persistent threat (NGPT) monitoring?			
FIDP-10	Do you monitor for intrusions on a 24x7x365 basis?			
FIDP-11	Is intrusion monitoring performed internally or by a third-party service?			In addtion to stating your intrusion monitoring strategy, provide a brief summary of its implementation.
FIDP-12	Are audit logs available for all changes to the network, firewall, IDS, and IPS systems?			
Mobile Applications		**Vendor Answers**	**Additional Information**	**Guidance**

ID	Question	Vendor Answers	Additional Information
MAPP-01	On which mobile operating systems is your software or service supported?		
MAPP-02	Describe or provide a reference to the application's architecture and functionality.		
MAPP-03	Is the application available from a trusted source (e.g., iTunes App Store, Android Market, BB World)?		
MAPP-04	Does the application store, process, or transmit critical data?		
MAPP-05	Is Institution's data encrypted in transport?		
MAPP-06	Is Institution's data encrypted in storage? (e.g. disk encryption, at-rest)		
MAPP-07	Does the mobile application support Kerberos, CAS, or Active Directory authentication?		
MAPP-08	Will any of these systems be implemented on systems hosting the Institution's data?		
MAPP-09	Does the application adhere to secure coding practices (e.g. OWASP, etc.)?		
MAPP-10	Has the application been tested for vulnerabilities by a third party?		
MAPP-11	State the party that performed the vulnerability test and the date it was conducted.		Ensure that all elements of MAPP-11 are clearly stated in your response.

Physical Security		Vendor Answers	Additional Information
PHYS-01	Does your organization have physical security controls and policies in place?	No	Describe your intent to implement physical security controls and policies.
PHYS-02	Are employees allowed to take home Institution's data in any form?		
PHYS-03	Are video monitoring feeds retained?		
PHYS-04	Are video feeds monitored by datacenter staff?		
PHYS-05	Are individuals required to sign in/out for installation and removal of equipment?		

Policies, Procedures, and Processes		Vendor Answers	Additional Information	Guidance
PPPR-01	Can you share the organization chart, mission statement, and policies for your information security unit?			
PPPR-02	Do you have a documented patch management process?			
PPPR-03	Can you accommodate encryption requirements using open standards?			
PPPR-04	Have your developers been trained in secure coding techniques?			
PPPR-05	Was your application developed using secure coding techniques?			
PPPR-06	Do you subject your code to static code analysis and/or static application security testing prior to release?			
PPPR-07	Do you have software testing processes (dynamic or static) that are established and followed?			
PPPR-08	Are information security principles designed into the product lifecycle?			
PPPR-09	Do you have a documented systems development life cycle (SDLC)?			
PPPR-10	Do you have a formal incident response plan?			
PPPR-11	Will you comply with applicable breach notification laws?			
PPPR-12	Will you comply with the Institution's IT policies with regards to user privacy and data protection?			
PPPR-13	Is your company subject to Institution's Data Zone laws and regulations?			
PPPR-14	Do you perform background screenings or multi-state background checks on all employees prior to their first day of work?			

PPPR-15	Do you require new employees to fill out agreements and review policies?
PPPR-16	Do you have documented information security policy?
PPPR-17	Do you have an information security awareness program?
PPPR-18	Is security awareness training mandatory for all employees?
PPPR-19	Do you have process and procedure(s) documented, and currently followed, that require a review and update of the access-list(s) for privileged accounts?
PPPR-20	Do you have documented, and currently implemented, internal audit processes and procedures?

Product Evaluation	Guidance	Additional Information	Vendor Answers
PROD-01	Do you incorporate customer feedback into security feature requests?		
PROD-02	Can you provide an evaluation site to the institution for testing?		

Quality Assurance	Guidance	Additional Information	Vendor Answers
QLAS-01	Provide a general summary of your Quality Assurance program.	Provide a valid URL to your Quality Assurance program or submit it along with this fully-populated HECVAT.	
QLAS-02	Do you comply with ISO 9001?		
QLAS-03	Will your company provide quality and performance metrics in relation to the scope of services and performance expectations for the services you are offering?		
QLAS-04	Have you supplied products and/or services to the Institution (or its Campuses) in the last five years?		
QLAS-05	Do you have a program to keep your customers abreast of higher education and/or industry issues?		

Systems Management & Configuration	Guidance	Additional Information	Vendor Answers

		Vendor Answers	Additional Information	Guidance
SYST-01	Are systems that support this service managed via a separate management network?			
SYST-02	Do you have an implemented system configuration management process? (e.g. secure "gold" images, etc.)			
SYST-03	Are employee mobile devices managed by your company's Mobile Device Management (MDM) platform?			
SYST-04	Do you have a systems management and configuration strategy that encompasses servers, appliances, and mobile devices (company and employee owned)?			
Vulnerability Scanning		**Vendor Answers**	**Additional Information**	**Guidance**
VULN-01	Are your *applications* scanned externally for vulnerabilities?			
VULN-02	Have your applications had an external vulnerability assessment in the last year?			
VULN-03	Are your applications scanned for vulnerabilities prior to new releases?			
VULN-04	Are your *systems* scanned externally for vulnerabilities?			
VULN-05	Have your systems had an external vulnerability assessment in the last year?			
VULN-06	Describe or provide a reference to the tool(s) used to scan for vulnerabilities in your applications and systems.			Ensure that all elements of VULN-06 are clearly stated in your response.
VULN-07	Will you provide results of security scans to the Institution?			
VULN-08	Describe or provide a reference to how you monitor for and protect against common web application security vulnerabilities (e.g. SQL injection, XSS, XSRF, etc.).			Ensure that all elements of VULN-08 are clearly stated in your response.
VULN-09	Will you allow the institution to perform its own security testing of your systems and/or application provided that testing is performed at a mutually agreed upon time and date?			
HIPAA		**Vendor Answers**	**Additional Information**	**Guidance**

ID	Question		Guidance
HIPA-01	Do your workforce members receive regular training related to the HIPAA Privacy and Security Rules and the HITECH Act?		Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-02	Do you monitor or receive information regarding changes in HIPAA regulations?		Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-03	Has your organization designated HIPAA Privacy and Security officers as required by the Rules?		Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-04	Do you comply with the requirements of the Health Information Technology for Economic and Clinical Health Act (HITECH)?		Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-05	Do you have an incident response process and reporting in place to investigate any potential incidents and report actual incidents?		Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-06	Do you have a plan to comply with the Breach Notification requirements if there is a breach of data?		Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-07	Have you conducted a risk analysis as required under the Security Rule?		Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-08	Have you identified areas of risks?		Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-09	Have you taken actions to mitigate the identified risks?		Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-10	Does your application require user and system administrator password changes at a frequency no greater than 90 days?		Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-11	Does your application require a user to set their own password after an administrator reset or on first use of the account?		Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-12	Does your application lock-out an account after a number of failed login attempts?		Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-13	Does your application automatically lock or log-out an account after a period of inactivity?		Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-14	Are passwords visible in plain text, whether when stored or entered, including service level accounts (i.e. database accounts, etc.)?		Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-15	If the application is institution-hosted, can all service level and administrative account passwords be changed by the institution?		Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-16	Does your application provide the ability to define user access levels?		Refer to HIPAA regulations documentation for supplemental guidance in this section.

		Vendor Answers	Additional Information	Guidance
HIPA-17	Does your application support varying levels of access to administrative tasks defined individually per user?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-18	Does your application support varying levels of access to records based on user ID?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-19	Is there a limit to the number of groups a user can be assigned?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-20	Do accounts used for vendor supplied remote support abide by the same authentication policies and access logging as the rest of the system?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-21	Does the application log record access including specific user, date/time of access, and originating IP or device?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-22	Does the application log administrative activity, such user account access changes and password changes, including specific user, date/time of changes, and originating IP or device?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-23	How long does the application keep access/change logs?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-24	Can the application logs be archived?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-25	Can the application logs be saved externally?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-26	Does your data backup and retention policies and practices meet HIPAA requirements?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-27	Do you have a disaster recovery plan and emergency mode operation plan?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-28	Have the policies/plans mentioned above been tested?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-29	Can you provide a HIPAA compliance attestation document?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-30	Are you willing to enter into a Business Associate Agreement (BAA)?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-31	Have you entered into a BAA with all subcontractors who may have access to protected health information (PHI)?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
PCI DSS				**Guidance**
PCID-01	Do your systems or products store, process, or transmit cardholder (payment/credit/debt card) data?			Refer to PCI DSS Security Standards for supplemental guidance in this section

ID	Question	
PCID-02	Are you compliant with the Payment Card Industry Data Security Standard (PCI DSS)?	Refer to PCI DSS Security Standards for supplemental guidance in this section
PCID-03	Do you have a current, executed within the past year, Attestation of Compliance (AoC) or Report on Compliance (RoC)?	Refer to PCI DSS Security Standards for supplemental guidance in this section
PCID-04	Are you classified as a service provider?	Refer to PCI DSS Security Standards for supplemental guidance in this section
PCID-05	Are you on the list of VISA approved service providers?	Refer to PCI DSS Security Standards for supplemental guidance in this section
PCID-06	Are you classified as a merchant? If so, what level (1, 2, 3, 4)?	Refer to PCI DSS Security Standards for supplemental guidance in this section
PCID-07	Describe the architecture employed by the system to verify and authorize credit card transactions.	Refer to PCI DSS Security Standards for supplemental guidance in this section
PCID-08	What payment processors/gateways does the system support?	Refer to PCI DSS Security Standards for supplemental guidance in this section
PCID-09	Can the application be installed in a PCI DSS compliant manner ?	Refer to PCI DSS Security Standards for supplemental guidance in this section
PCID-10	Is the application listed as an approved PA-DSS application?	Refer to PCI DSS Security Standards for supplemental guidance in this section
PCID-11	Does the system or products use a third party to collect, store, process, or transmit cardholder (payment/credit/debt card) data?	
PCID-12	Include documentation describing the systems' abilities to comply with the PCI DSS and any features or capabilities of the system that must be added or changed in order to operate in compliance with the standards.	Refer to PCI DSS Security Standards for supplemental guidance in this section

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Acknowledgments