



RFB RESPONSE TO
ALABAMA COMMUNITY
COLLEGE SYSTEM

PREPARED ON FEBRUARY 1, 2022

REQUEST FOR BID:

#ACCS-2022-01



**CONTACT
INFORMATION**

Ryan Samari
Account Executive
Ryan.Samari@yuja.com
(408) 659-4626

Nathan Arora
Chief Business Officer
Nathan.Arora@yuja.com
(408) 663-6628

→ Transmittal Letter

YuJa is a trusted leader in enterprise video solutions. We are a privately-owned firm founded in 2007 with over 125+ staff. As a SOC 2-compliant firm, we serve organizations of all sizes within all sectors including higher-ed, K-12, government, non-profit, healthcare and enterprise.



February 1, 2022

Alabama Community College System
ATTN: ITS
Joint Purchasing Agreement Request for Bid
Bid # ACCS-2022-01

To Whom It May Concern,

YuJa Inc., an established Delaware corporation with principal U.S. operations in Silicon Valley, California, is pleased to respond to Bid # ACCS-2022-01 for a Joint Purchasing Agreement. YuJa has read and agrees to comply with the requirements stated in the RFB.

Profitable Company with Strong Growth

Looking forward, YuJa is projected, by independent analysis, to continue our consistent growth because of our commitment to product innovation, customer retention, straightforward product licensing, and strong product pipeline.

YuJa has deep experience serving community college and multi-campus systems including University of Kentucky, Sneed State Community College, and the University of Texas El Paso. The functional requirements of this RFB are substantially similar to the needs of these colleges.

Affordable Solution that Meets RFB Requirements

YuJa Inc. meets all the requirements of this RFB, and our proposal accurately describes the technology solution and services being offered. If you have questions, please feel free to contact me directly.

Sincerely,

Nathan Arora

Nathan Arora
Chief Business Officer
Nathan.Arora@yuja.com
(408) 663-6628

Contents

We invite you to learn more about the YuJa Enterprise Video Platform, our dedicated Customer Success and Support Teams, as well as engage with our existing customers. Through this journey, we aim to demonstrate why leading higher-ed organizations trust YuJa.

02	Letter of Transmittal
03	Evaluation Submission Form
08	General Requirements & Specifications
12	Specifications
29	YuJa's Terms & Conditions Exceptions
35	Financial Documents

6.5 Appendix E - Evaluation Submission Form

The purpose of this form is to provide a single summary document per submitting vendor that references required materials. This document is intended to assist the Evaluation Committee easily find specific items of information during the evaluation process and to assist participating agency personnel in locating specific vendor information after the award of the bid.

Vendor Contact Information

This will be published for participating agencies to streamline the vendor contact process. Vendors may not have all of these departments/positions/titles. Please complete this information as accurately as possible. If the information below changes, please send a revised version of this page to jpa-notification@accs.edu

Vendor Name: YuJa Inc

Date: 1/26/2022

Website Address: yuja.com

	Name(s)	Phone Number(s)	E-Mail Address(s)
Primary Contract Executive(s)	Nathan Arora	408-663-668	nathan.arora@yuja.com
Senior Account/Sales Manager(s) (by region if necessary)	Nannette Don	408-478-7616	nannette.don@yuja.com
Account/Sales Manager(s) (by region if necessary)	Ryan Samari	408-659-4626	ryan.samari@yuja.com
Technical Support	Kline Boudreau	408-705-4609	kline.boudreau@yuja.com

BID INFORMATION INDEX

Please complete the following form to assist the Evaluation Committee in finding specific information as related to your bid response.

	Document Name	Page Number(s)
Product and Services Delivery Overview		12 - 18
Geographic Coverage		12
Availability of Technical Support		18 - 20
Problem Resolution		18 - 20
Customer Satisfaction		19 - 20
Value Added Services		12 - 23
Reporting		20 - 22
Electronic Commerce		22
Breadth of Offering		22 - 23
Primary Account Representative		23
References		23 - 24
Pricing Level and Guarantee		24

1. Executive Summary

Higher-Ed's Trusted Video Partner

Our products harness the power of video to educate, engage and inspire.

YuJa is a recognized leader in enterprise video solutions. We serve organizations of all sizes, within all sectors, delivering video experiences that include lecture capture, media management, live streaming, video conferencing, video quizzing, and immersive social & mobile engagement tools.

Comprehensive and Scalable Video Platform

The YuJa Enterprise Video Platform is a SaaS-based platform.

We serve the world's leading enterprises including research-based universities, state-level K-12 programs, hospitals, television stations, non-profits, and governmental entities.



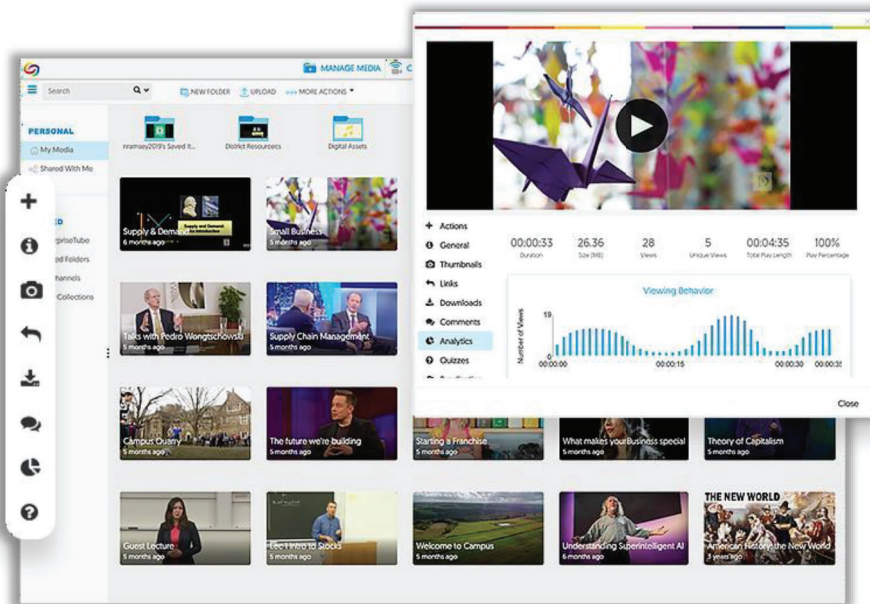
125+ Staff



4+ Million Users

Office Locations

- **Silicon Valley Office**
 84 W. Santa Clara St.
 Floor 6
 San Jose, CA 95113
- **Toronto Office**
 30 Kern Rd.
 Floor 2
 Toronto, ON M3B 1T1
- **Corporate Office**
 1209 Orange St.



Experts in Deploying Video Solutions

Our personnel have decades of experience deploying large-scale media-centric solutions across all industry verticals.

A major part of our success is our dedicated Customer Success and Customer Support staff. Comprehensive customer service is included with every deployment license that encompasses:

- Live, total user product assistance via toll-free phone, email, and support tickets
- 24/7 emergency administrative support
- Dedicated Account Management and Customer Success staff

Strong Governance Model

We are a SOC 2-certified company which is the industry gold standard for organizational audit standards.

Multiple External Auditors

We validate our governance with external SOC 2, security and accessibility auditors.

YuJa Inc. utilizes both a security audit firm and accessibility auditing firm to perform third-party security audits regularly. This ensures that we have outside firms validating our internal processes and governance.

SOC 2 Compliant Organization

YuJa Inc. is a SOC 2-compliant firm which is the highest standard for corporate and information technology (IT) governance.

YuJa Inc. contracts with an experienced compliance auditing firm that holds designations as a Certified Public Accountant (“CPA”), Certified Information Systems Auditor (“CISA”), Certified Information Systems Manager (“CISM”), and Certified Internal Auditor (“CIA”). These audits are performed annually with quarterly checkpoints to perform testing of the compliance controls that are in place.



YuJa is a SOC 2 compliant firm, the highest governance standard.

Accessibility Auditors

We have multiple accessibility compliance tools and processes in place, including an engagement with Paciello Group, the leaders in accessibility auditing.

YuJa’s products fully comply with relevant accessibility requirements including keyboard accessibility, screen-reader compatibility, WCAG adherence, ARIA compatibility, captioning, audio description tag support for low or no-vision users, and more. We also contract with an external, third-party accessibility auditor to ensure compliance.



Trusted by Leading Organizations

We are the video partner of choice for leading organizations.

Serving Leading Organizations

YuJa Inc. serves 300+ organizations that collectively serve over 5+ million end-users.

As an industry-leader, we are honored to be the video partner of choice to leading research-based universities, community college systems, and private colleges worldwide.



Recent RFP Awards

YuJa Inc. is the most awarded firm in competitive RFP bids, however what make us special is that we also have an over 99%+ retention ratio.

Below are a few recent RFP awards:

- Mott Community College - Flint, MI
- San Jacinto College District - Pasadena, TX
- University of Ottawa - Ottawa, ON
- University of Oulu - Oulu, Finland
- University of Alberta - Edmonton, AL
- University of Dundee – Dundee, Scotland
- Blinn College – Brenham, TX
- Canterbury Christ Church University – Canterbury, UK
- University of Manitoba – Winnipeg, MB
- University of South Carolina Upstate – Spartanburg, SC
- Touro College and University System – New York, NY
- Lamar University – Beaumont, TX
- The University of Texas at El Paso – El Paso, TX
- Johnson County Community College – Kansas, MO
- University of Kentucky – Lexington, KY
- Washington and Lee University – Lexington City, VA
- College of DuPage – Glen Ellyn, IL
- Wageningen University & Research – Wageningen, Netherlands
- Wharton County Junior College – Wharton, TX

General Requirements and Specifications

Acceptance of Conditions Governing the Procurement

Fully Complies

YuJa accepts the Conditions Governing the Procurement section in the letter of transmittal. YuJa acknowledges that submission of a bid constitutes acceptance of the Evaluation Factors contained in this RFB. YuJa agrees to include a completed ISO 9001 certification with this bid.

Incurring Cost

Fully Complies

YuJa will incur all costs associated with preparation, transmittal, and presentation of any material submitted in response to this RFB.

Vendor Responsibility

Fully Complies

YuJa accepts sole responsibility for fulfillment under the terms and conditions of the contract pertaining to this RFB.

Serving Sub-Contractors

Fully Complies

Since YuJa does not utilize sub-contractors, this section is not applicable to YuJa.

Amended Bids

Fully Complies

YuJa acknowledges the opportunity to submit an amended bid before the deadline for the receipt of bids.

Vendor's Rights to Withdraw Bid

Fully Complies

YuJa acknowledges and accepts the method in which a bid shall be withdrawn, at any time prior the deadline for receipt of bids.

Bid Offer Firm

Fully Complies

YuJa accepts that responses to this RFB, including prices, will be considered for ninety (90) days after the due date for receipt of bids.

Disclosure of Bid Contents

Fully Complies

YuJa acknowledges that after contracts are awarded, all bids and documents pertaining to this bid will be open to the public. YuJa will act in accordance with local laws to maintain confidentiality.

No Obligation

Fully Complies

YuJa acknowledges and accepts that submitting a response to this RFB in no manner obligates Alabama Community College System or any authorized entity to the lease or purchase of any products or services offered until a contract is awarded and vendor receives a valid purchase order from an authorized procuring entity.

Furthermore, YuJa acknowledges and accepts that The System has the right to cancel any contract, for cause, including, but not limited to the provisions detailed in section “3.9 No Obligation”.

Legal Review

Fully Complies

YuJa acknowledges that all vendors agree to be bound by the General Requirements contained in this RFB and that any vendor concerns must be promptly brought to the attention of the Alabama Community College System.

Governing Law

Fully Complies

YuJa acknowledges and agrees to act accordingly within the bounds of the Governing Law provisions listed under section “3.11 Governing Law”.

Basis for Bid

Fully Complies

YuJa agrees to only use information supplied in this RFB as the basis of preparation for a response.

Agreement Terms and Conditions

Fully Complies

YuJa acknowledges that the agreement with the System will follow the format specified and contain the terms and conditions outlined in this request. YuJa will submit specific alternate language to the terms and conditions in accordance with section “3.13 Agreement Terms and Conditions”.

Vendor Qualifications

Fully Complies

YuJa acknowledges and will comply with any investigations in order to determine its ability to adhere to the requirements specified within the RFB.

Change in Vendor Representatives

Fully Complies

YuJa acknowledges that in the event that an assigned representative is inadequate, then the System reserves the right to require a change of representatives.

Equipment and Services Schedules

Fully Complies

YuJa agrees to only offer products and services that are included on the Equipment and Services Schedule (ESS). YuJa's website will reflect the current and correct products available to the System.

Benefit of Cost Reduction

Fully Complies

In the event that the prices for any products or services offered by YuJa in this RFB according to the Equipment and Services Schedules fall below the prices for said products and services stated in this RFB, then YuJa will extend the benefit of any reduction in prices to the System.

Bid Terms

Fully Complies

YuJa acknowledges that submission of a response to this RFB constitutes an agreement that the contract is to be governed by the terms and conditions set forth in the bid. Furthermore, YuJa agrees to list any exceptions to the specifications in the last section of the response to this RFB.

Fiscal Funding

Fully Complies

YuJa acknowledges and accepts that funding of any contract is contingent upon availability of funds, and should that change at any point, then the contract will be terminated on the first day of the fiscal year for which funds were not appropriated.


Insurance

Fully Complies

Insurance Certificates

YuJa Inc. confirms that we both meet and exceed all insurance requirements set this RFB.

During the contract review and finalization, we will provide your Purchasing Department, a certificate of insurance listing that we meet all the liabilities specified in the Insurance Requirements, as well as, add your organization as a named party.

ACORD		EDUCA-1		OP ID: AC	
CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 11/08/2021	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER Peck & Peck Insurance Brokers 1724 Laurel Street Suite 225 San Carlos, CA 94070 Dave Peck			CONTACT NAME: Jim Peck PHONE: 650-592-5591 FAX: 650-592-0404 E-MAIL: ADDRESS:		
INSURED YuJa Inc Sixth Floor 84 W Santa Clara St San Jose, CA 95113			INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Ins. Co. 29424 INSURER B: Hartford Casualty Ins. Co. 29424 INSURER C: Scottsdale Insurance Company 41297 INSURER D: INSURER E: INSURER F:		
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
PER LTR	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		57SBABL902	05/18/2021	05/18/2022
			EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOP AGG \$ 4,000,000		
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		57SBABL9202	05/18/2021	05/18/2022
			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$		
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	57WECAB5X6B	05/18/2021	05/18/2022
			<input checked="" type="checkbox"/> E.L. STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYED \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000		
A	Technology E & O		57SBABL9202	05/18/2021	05/18/2022
C	Cyber Coverage		EKS3332110	05/18/2021	05/18/2022
			Occurrence 5,000,000 Aggregate 10,000,000		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					
Proof of Insurance Only.					
CERTIFICATE HOLDER			CANCELLATION		
BLANK-1 ***Proof of Insurance***			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 		
© 1988-2014 ACORD CORPORATION. All rights reserved.					
ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD					

New Products

Fully Complies

YuJa acknowledges and agrees to only supply new, never previously used, and current model products.

Specifications

Products and Services Delivery Window

Fully Complies

The Most Comprehensive, Scalable Cloud-Based Video Service

The YuJa Enterprise Video Platform is a scalable video solution deployed by the largest state-level, system-level, and research-based universities and colleges.

A key part of the value of the Video Platform is the level of comprehensiveness our solution offers. The YuJa Enterprise Video Platform can adapt to a variety infrastructures and workflows that match our customer's needs. YuJa is not geographically limited to where it may provide the products and services detailed in this response.

Our video solution gives institutions the ability to combine disparate systems into one solution, while providing room for customization. We are the only provider that offers full-scale hardware capture, software capture, browser capture, video and media management, live streaming, analytics, video quizzing, and immersive social & mobile engagement tools.

Here is a partial list of the services our product provides:

- **Share Video Content Securely**
- Secure video libraries, rights-managed playlists, and LMS video embedding
- **Capture and Recording** –
Lecture capture, flipped classroom, student capture, and mobile capture
- **Engagement Tools** – Peer commenting, instructor evaluation, and video quizzing

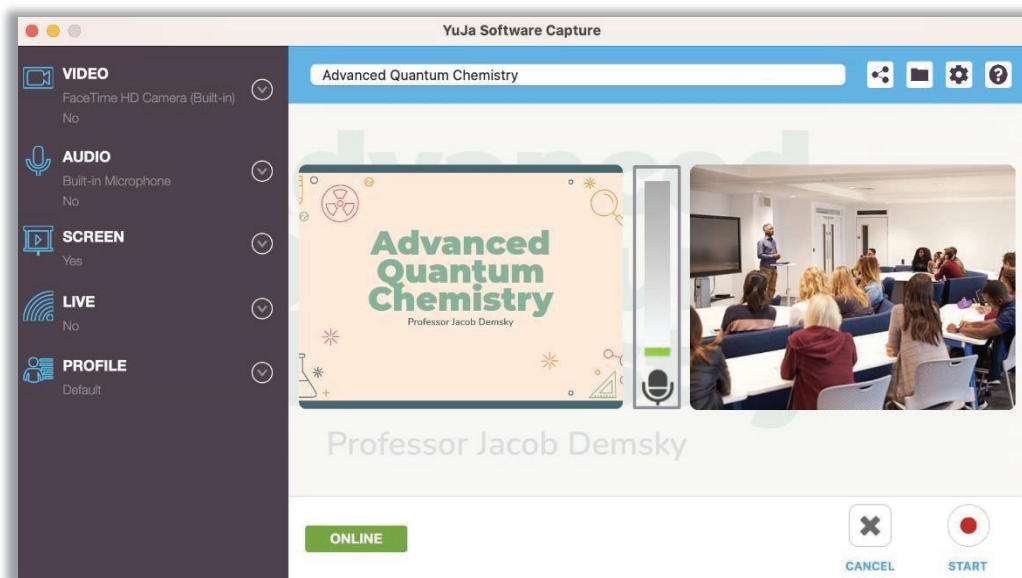


- **Robust Streaming Capabilities** - HTML5 video player, native mobile apps, global video delivery, and on-demand streaming
- **Live Streaming** - Live synchronous event streaming, ad-hoc course streaming, athletic events, and digital signage

Video Recording Software









We offer Software Capture applications for Apple and PC

The YuJa Enterprise Video Platform includes an award-winning YuJa Software Capture for PC and Apple computers for creation of ad-hoc and scheduled multi-stream presentations including video, audio, and screen.



Capability Summary

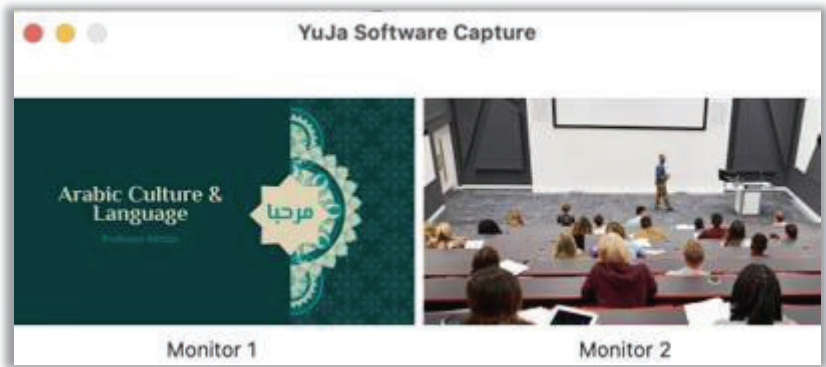
The below table summarizes the capabilities of the applications.

 <p>Multi-Source Recording</p> <p>Record multiple videos, audio & screen sources</p>	 <p>Built-In Live Streaming</p> <p>Webcast to desktops, phones, and tablets</p>	 <p>Scalable Lecture Capture</p> <p>Deploy school-wide classroom capture</p>	 <p>Flipped Classroom Scenarios</p> <p>Easy-to-use flipped class recording</p>
 <p>Remote and Auto Scheduling</p> <p>Auto-scheduling and remote start capabilities</p>	 <p>Student Recording & Assignments</p> <p>Record and submit with one easy workflow</p>	 <p>Adjustable Frame Rate & Resolutions</p> <p>Frame rate and resolution customizability</p>	 <p>Apps for PC and Mac</p> <p>Native capture apps for PC and Mac</p>

Capture Multiple Inputs

Capture, live stream from up to 6 media sources including audio, video, and screen sources.

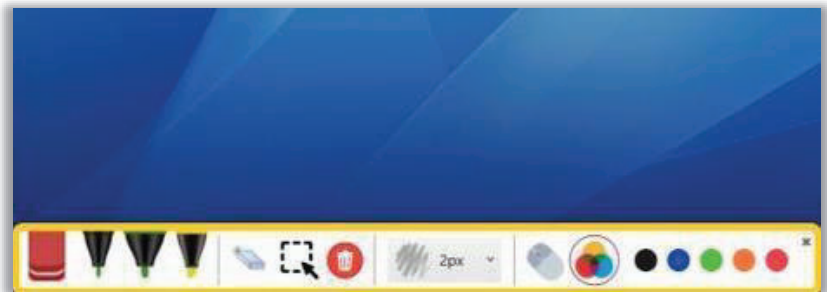
The YuJa Software Capture application can capture multiple inputs, live stream from virtually any computer, record without Internet and share content with others. The application can capture up to six simultaneous sources including audio, video, screens and other external sources at adjustable frame rates and resolutions.



On-Screen Annotation

An annotation toolbar available for recorded and live events.

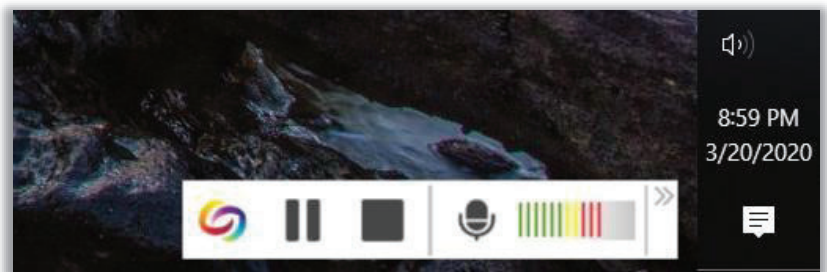
An Annotation Toolbar is now integrated into the Software Capture application. This Annotation Toolbar provides the ability to perform time-synchronized on-screen annotations, highlights, and freehand sketches in both recorded and live streamed scenarios.



Push-Button Simplicity

Record anything with clear controls designed with novice users in mind.

The simplicity of our products plays a significant role in our ability to scale. The Software Capture applications offer push-button start to initiate a software capture with easy-to-use Pause and Stop controls.



Broad Compatibility

Our products are designed and validated to be compatible with virtually all USB and non-USB devices

The YuJa Software Capture applications enable content creators to record a variety of auxiliary audio and video inputs including USB and non-USB cameras, document camera's, smart board, external web cams, PTZ Cameras, HDMI Cameras and more. For USB devices, we are compatible with USB 1.1, USB 2.0, and USB 3.0 protocols.

Hardware Capture Appliance









Robust video encoder appliance that seamlessly integrates with classroom equipment

The powerful YuJa Hardware Hub RCS-550 is a plug-and-play 1U rack mountable appliance unit for hardware-based capture and live streaming that seamlessly integrates with the YuJa Enterprise Video Platform. The Hub supports integration with third-party devices including virtually any camera, audio system, projector, document camera, visualizer, and touch-panel system.



Capability Summary

The below table summarizes the capabilities of the capture hardware

 <p>Multi-Source Recording</p> <p>Record multiple videos, audio, and screens</p>	 <p>Built-In Live Streaming</p> <p>Webcast to any desktop, mobile phones and tablets</p>	 <p>Scalable Lecture Capture</p> <p>Deploy school-wide capture in every classroom</p>	 <p>Touch-panel Integration</p> <p>Integrate into existing room systems</p>
 <p>Remote and Auto Scheduling</p> <p>Auto-scheduling and remote start capabilities</p>	 <p>In-Room Visual Indicators</p> <p>Connect on-air visual indicator lights</p>	 <p>Adjustable Frame Rate & Resolutions</p> <p>Frame rate and resolution customizability</p>	 <p>Redundant and Scalable</p> <p>Perfect for high-volume recording spaces</p>

Comprehensive Teaching and Learning Toolset

YuJa offers several tools to assist higher education institutions scale their digital programs.

As a company that is known to service higher education, we also provide innovative technologies that are outside the scope of this RFB. The additional tools we offer are a well-rounded set of features that align to important

concerns such as accessibility and compliance. If requested, we can amend the initial cost proposal and add these tools to your YuJa Video Platform experience. Additional tools detailed below include the following:

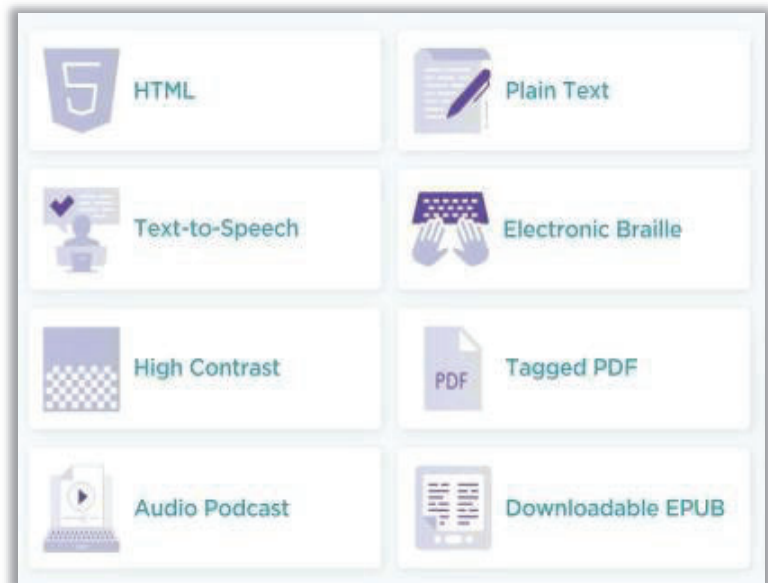
- **Panorama** - an automated digital accessibility and compliance tool that integrates with Canvas and other major LMS provider
- **Himalayas** - a cold storage archiving solution that enables data compliance related to retention policies, as well as allows for fine-tuned control of data management
- **Proctoring** - an online proctoring tool that utilizes YuJa's Software Capture to discourage cheating during exams

Panorama for Digital Accessibility

Seamlessly make digital content more accessible

YuJa Panorama automatically improves the accessibility of digital media and course content. Panorama brings market-leading Artificial Intelligence and Machine Learning capabilities into the digital accessibility process.

Panorama automatically generates accessible versions of all uploaded documents. See the table to the right for file types.

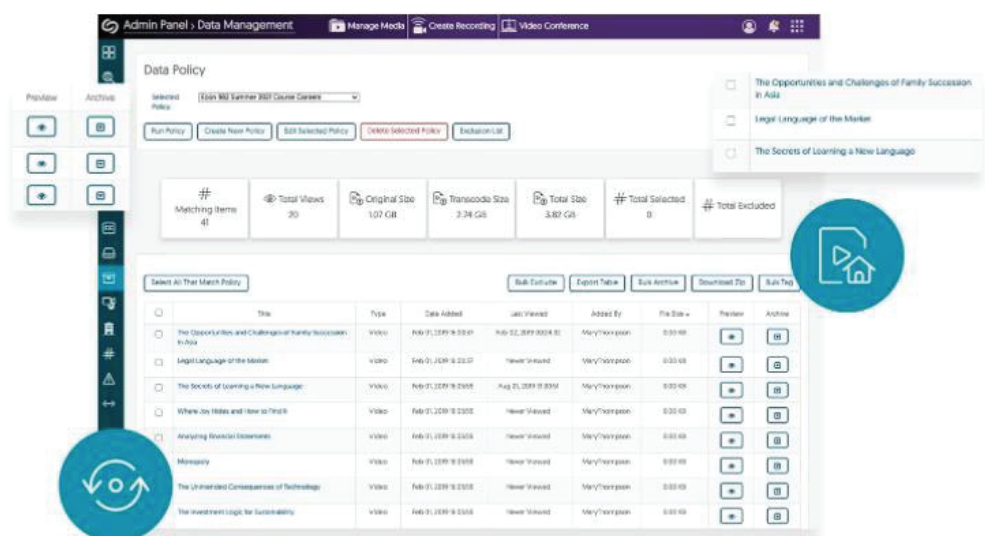


Himalayas for Enterprise Compliance

AI-Powered compliance capabilities with risk analysis

YuJa Himalayas is built in the cloud to review large data workloads and identify compliance issues, manage risks, and enable e-discovery scenarios.

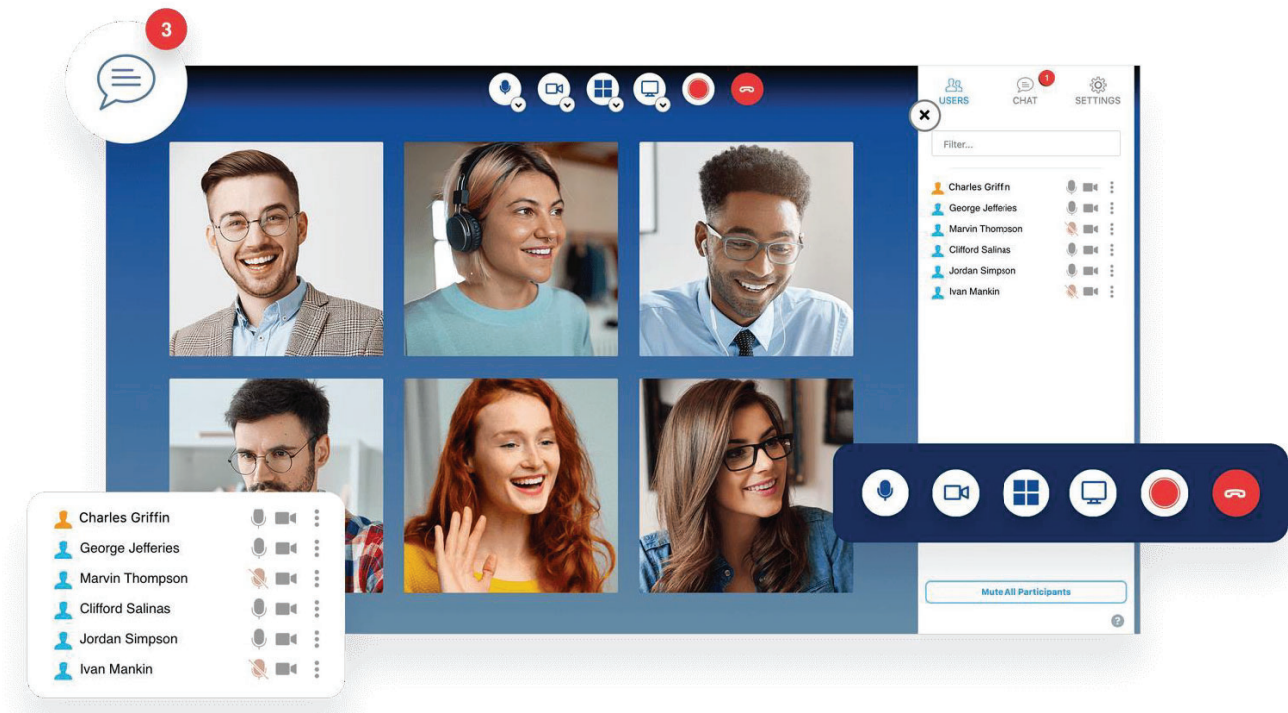
As organizations scale video and audio collaboration, the challenge of compliance makes it difficult to increase usage within regulated sectors. YuJa Himalayas provides a unified platform to review and search video conference recordings, analyze, and search visual content, and provide compliant archiving of video content.



Live Video Conferencing for Two to 200 Users

As part of our comprehensive video portfolio, we offer an optional HTML5-based Video Conference that enables synchronous, multi-party video capabilities.

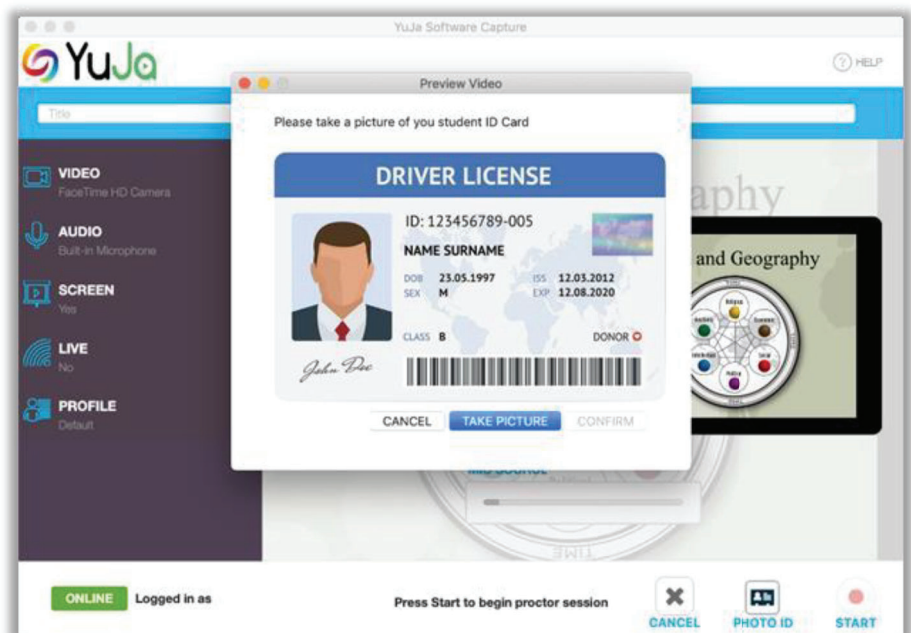
This solution enables organizations to offer online course and conference delivery models.



Test Integrity Exam Proctoring

Video monitor for exam proctoring solution.

The Video Platform provides a specific Video Monitor for Exam Proctoring SKU. Among other things, this workflow enables users to initiate controlled recordings during active test taking, accept configurable Terms and Conditions, capture appropriate imagery of government-issued photo ID, and record multi-sources during online test activity. We offer options for both live and non-live test proctoring.



Compliant with All FERPA Regulations

YuJa Inc. complies with all FERPA requirements regarding maintenance and disclosure of student data.

Our compliance is based on the U.S. Department of Education's established Privacy Technical Assistance Center (PTAC) criteria on data privacy, confidentiality, security practices and use of student data.

Audited Systems and Internal Controls to Ensure Compliance

YuJa Inc. has developed extensively audited systems and internal controls to ensure appropriate policies, data governance, personnel security, physical security, and information technology (IT) security.

We also abide by FERPA compliance requirements including - but not limited to - record-keeping, prior consent, directory information, and capabilities for "opt out".



FERPA

**Family Educational Rights and
Privacy Act**

Abides by All FERPA and Data Security Regulations

Please review our FERPA compliance documentation:

<https://www.yuja.com/documentation/ferpa-compliance/>

Vendors must thoroughly describe their procedures for resolving customer problems and complaints including timelines and escalation measures.

Fully Complies

Proven Escalation Strategy

Your Customer Success Manager is your key point of contact for issue escalation. They work directly with the Business Office and Product Team to establish product needs and perform issue escalations.

We also offer the following services and tools to ensure that your organization's needs are being met:

- **Scheduled Checkpoint Calls** – We offer regular checkpoint calls that provides a direct conduit from your organization's IT and instructional staff to your dedicated Project Team.
- **Direct Communication with Technical Staff** – We establish ad-hoc communication with technical staff members to discuss more technical and integration situations that are beyond the scope of general product support.

Faster Escalation

YuJa offers a proven method to reduce the layers between client-facing teams and the Product Team.

YuJa Inc.'s Professional Services Team and Customer Success teams actively monitor all incoming support inquiries to ensure that organizations are not experiencing unusual, systematic, or concerning issues. Our internal escalation procedures provide both the Customer Success and Product Support with direct access to the Product Team to resolve any issues quickly behind-the-scenes.

Issue Severity Response Time

YuJa Inc.'s Operations and Product Team's categorized system-level severities and response times are as noted below.

Please note that these Target Resolutions are generally exceeded; however, we provide the following definitions for the purposes of defining contractual obligations.

Identified Issue	Details
Critical Issue (Severity 1)	Production mission critical system(s) are non-operational, and no workaround is immediately available. Significant software security issues also fall into this category. <u>Target Resolution:</u> ASAP
Major Issue (Severity 2)	Significant functionality of the product is impaired, and no workaround is immediately available. Some software security issues fall into this category. <u>Target Resolution:</u> 24 hours
Minor Issue (Severity 3)	Partial loss of functionality or loss of functionality with some availability of a reasonable workaround. <u>Target Resolution:</u> Next scheduled version update
Cosmetic Issue (Severity 4)	General product issue with no loss of functionality. <u>Target Resolution:</u> Best effort

Vendors must submit customer satisfaction statistics or survey results concerning the quality of the products and or services offered.

Fully Complies

Threefold Satisfaction Evaluation

YuJa uses three metrics to determine customer satisfaction:

- **API Measures Usage Trends** – This allows the Customer Success team to adjust their support to the most relevant aspects of the Video Platform based on what aspects end-users are utilizing. API-level sensors also provide usage trends and areas of potential difficulty.

- **Graded Interactions** – After each Touch-Point call, the Customer Success Manager assigns a “Letter Grade” to the customers satisfaction based on the resolution of the call. These metrics are discussed each week with Senior Management.
- **Periodic Surveys** – Satisfaction surveys are generally sent out once per quarter to evaluate overall customer satisfaction.

Reporting

Fully Complies

In-Depth Reporting

YuJa agrees to provide quarterly utilization reports to the System based upon the schedule and minimum content as described in this request.

YuJa agrees to provide the System with a report in the format detailed under “6.3 Appendix C - Example Required Usage Report” in addition to providing detailed reports on overall usage.

Comprehensive Analytics

Visual analytics provides comprehensive data visualization and reporting.

The Video Platform’s Visual Analytics suite collects a wide variety of data and provides reports that cover system statistics, usage, and instructional insights. Administrators are provided configurable reports related to user access, dates and times of uploads, data modification history, application configuration logs, usage logging, and analytics.



Key Insights

View metrics relevant to including storage usage, bandwidth trends, aggregate user usage, and more.



Data Filtering

The reporting capabilities can quickly filter based on specific courses, videos, and users.



Meaningful Insights

Our unique insights generation capability highlights areas of confusion (“hotspots”) and drop-off points.



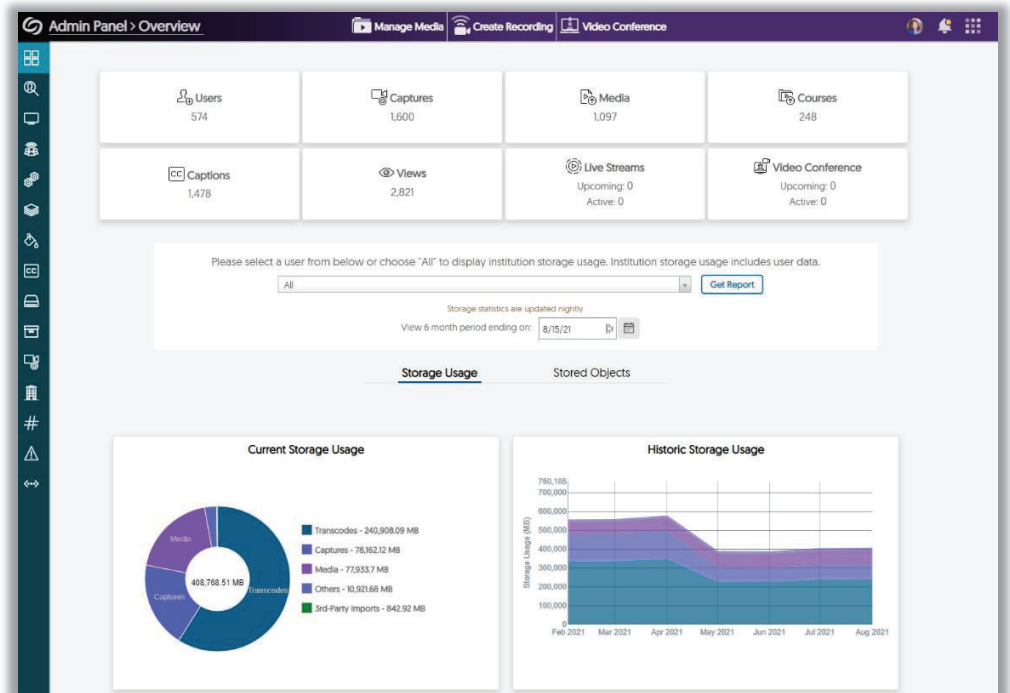
Reporting and Exporting

Administrators can quickly perform data exports, including setting up automated generation.

Multi-Level Analytics

Across all Video Platform functions, we provide visual analytics and audit logging capabilities.

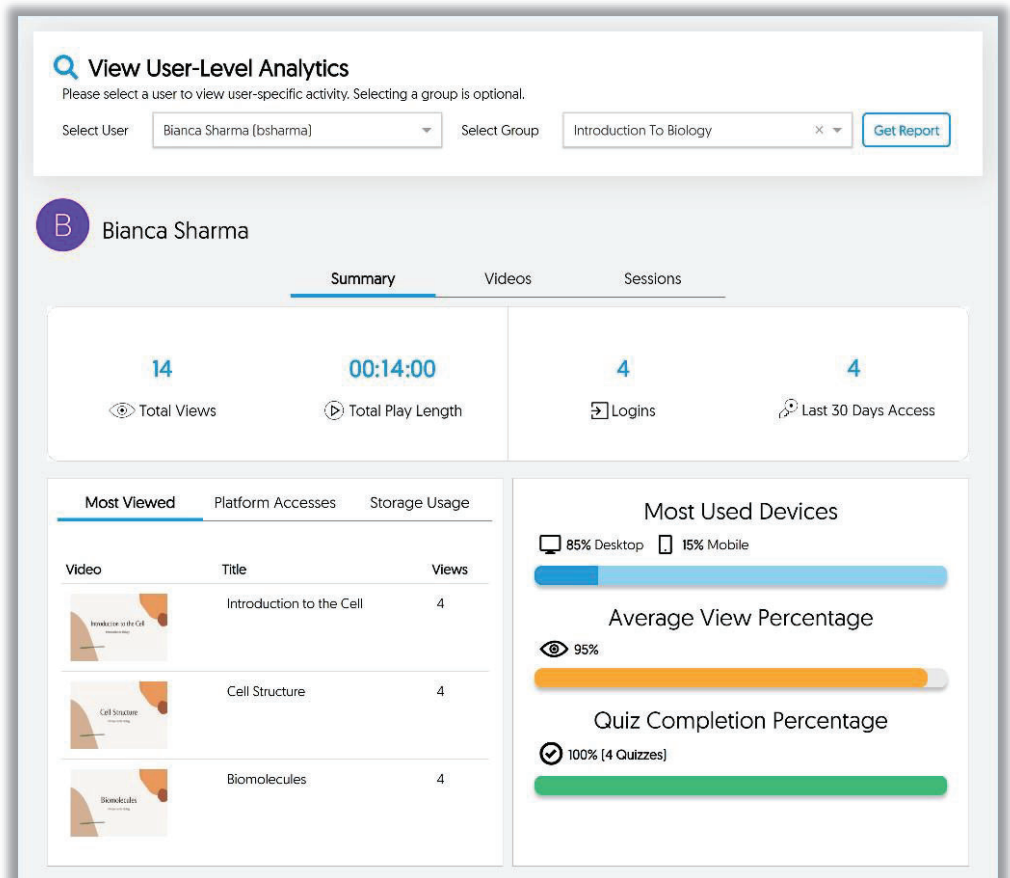
Visual Analytics and Audit Logging encompasses all aspects of the Video Platform's function. Visual Analytics has been designed to provide the analytics capabilities including identifying key insights, data filtering, engagement metrics, and data interoperability and exporting.



Track Individual Student Progress

Instructors and Administrators can track student progress at both the course and institution level.

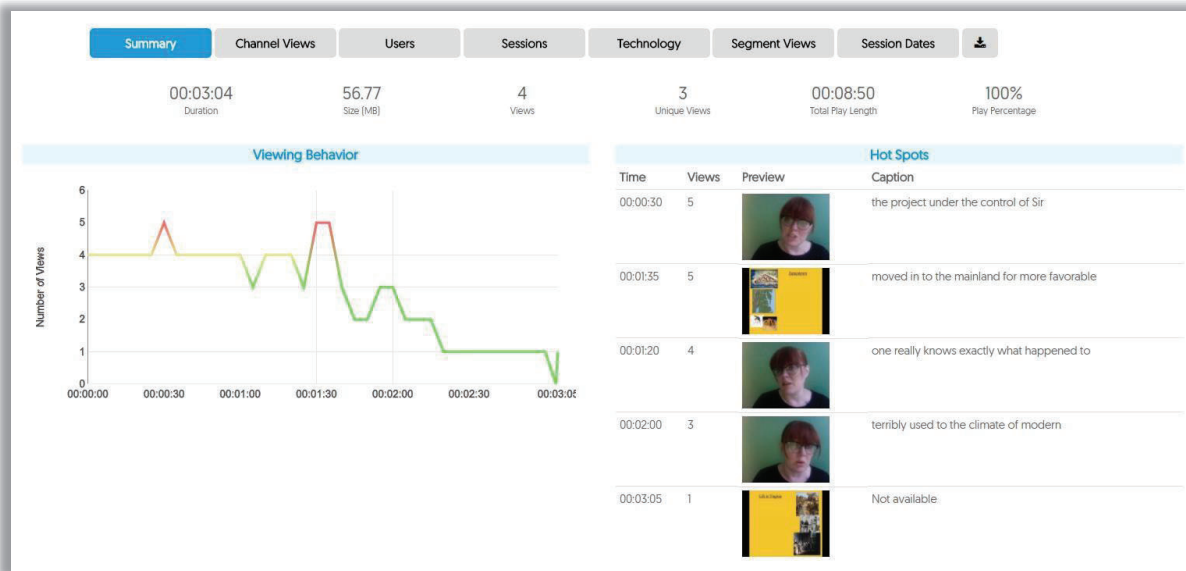
Visual Analytics provides metrics including the number of videos and quizzes viewed, total play length, engagement metrics, and usage summary. This also enables instructors to identify at-risk students.



Visual and Actionable Insights

Track drop-off rates, hot spots regions and confusing sections.

Our Visual Analytics suite enables instructors to conduct a rigorous assessment of a student's progress including participation, collaboration, video usage, and areas of confusion.



Electronic Commerce

Fully Complies

YuJa's complete and current product offering can be found at the company's website: yuja.com. At the time of this RFB, YuJa does not support an autonomous electronic commerce system void of human interaction. Every account is designated an Account Manager that will work with customer representatives to ensure the customer's needs are being met. Purchase orders can be submitted directly to YuJa's Finance team or to their account manager via email. Once a Purchase Order is received, the respective invoice will be sent out to the customer.

Breadth of Offering

Fully Complies

For more detailed information, please refer to the "Product and Services Delivery" section above.

YuJa is offering the following categories of products and services:

Software

- **Enterprise Video Platform** - the core of YuJa's offerings where users can create and record, manage their content and other media, edit, integrate with almost any LMS, and more.
- **Panorama** - a product that integrates with nearly any LMS and automates accessibility workflows such as generating alternative formats, generating accessibility scores, and more.
- **Himalayas** - a digital archiving solution to manage old content with ease.

- **Video Conferencing** - a standalone video conference platform that supports up to 200 participants and features breakout rooms and other education focused features
- **Proctoring** - an intelligent proctoring solution that allows for finer scrutiny of online test-taking

Multimedia Hardware

- **YuJa Hardware Encoders** - Server-rack mountable 1U multi-media hardware encoders.

Primary Account Representative

Fully Complies

- **Ryan Samari** - Account Executive - San Jose, CA
Primary for New Accounts
- **Cyndi Rooks** - Account Manager - San Jose, CA
Primary for Existing Accounts
- **Nathan Arora** - Chief Business Officer - San Jose, CA
Primary for Financial, Legal, and Contractual Matters
- **Kline Boudreau** - Director of Customer Success - San Jose, CA
Primary for All Support and Technical Matters

References

Fully Complies



Colorado Community College System
2018 - Present

Frank Vazquez
Office: (720) 858-2702
Cell: (303) 330-5946
Frank.Vazquez@cccs.edu

The Colorado Community College System consists of 13 community colleges across the state of Colorado. Created by legislation in 1967, it serves more than 163,000 students annually.



Colorado Community College System is a recent award that highlights YuJa's ability to provide competitive system-wide Master Service Agreement pricing to scale video management and software-based capture to one of D2L Brightspace's largest enterprise customers. The selection process involved conducting an extensive RFP and trial process across multiple stakeholders.



Dallas County Community College District

2018 - Current

Sal Chavez
Technology Operations Lead
(972) 669-6600
schavez@dcccd.edu

DCCCD is one of the largest community college systems in the state with 7 independent colleges. Since 1965, DCCCD has served more than 3 million people.



After an extensive review of all major video platforms, YuJa Inc. was selected and awarded a multi-year contract for the Enterprise Video Content Management, Lecture Capture, Live Streaming, and integration with their various enterprise systems including Blackboard.

The importance of consolidating disparate systems to reduce costs, support time, and integration overhead, as well as adding features that enhanced their current pedagogies were some of the major deciding factors for choosing YuJa.



North Dakota University System

2018 - Current

Randy Wald
Learning Technologies
Specialist
701-239-6623
Randy.Wald@ndus.edu

The North Dakota University System is a unified system of higher education governed by the State Board of Higher Education.



After being initially awarded an RFP for the University of North Dakota for video management, the North Dakota University System expanded the agreement into a state-wide implementation across all video tools including lecture capture, video management, live streaming and more.

The YuJa Team helped establish integration into a complex Blackboard instance with extensive use of Blackboard Nodes, transitioned over 200,000 media objects from the previous vendor and provided a comprehensive training strategy to scale video throughout the entire organization.

Pricing Level and Guarantee

Fully Complies

YuJa does not provide published pricing in order to protect its intellectual property and trade secrets. YuJa will work with individual schools or groups of schools mentioned within this RFB to ensure the best price is provided to them.

Oral Presentation and Demonstration

Fully Complies

If YuJa is selected as a finalist, then YuJa will provide the Evaluation Committee the opportunity to meet with and question the proposed primary account representative at the oral presentation.

Equipment and Services Schedule

Fully Complies

YuJa will provide it's completed copy of the Equipment and Services Schedule on a USB drive in a single file PDF.

Scope of Work

Fully Complies

YuJa acknowledges that products or services will only be provided upon issuance and acceptance of a valid purchase order. Purchase orders may only be issued for products and services listed in the ESS.

Title Passage

Fully Complies

In the event that hardware is purchased from YuJa, ownership of the hardware is transferred upon procurement.

Quantity Guarantee

Fully Complies

YuJa acknowledges and accepts that this agreement is not an exclusive agreement.

Order of Precedence

Fully Complies

YuJa acknowledges and agrees to follow the Order of Precedence related to purchase orders detailed in section "3.34 Order of Precedence".

Payment Provisions

Fully Complies

YuJa acknowledges and agrees to the stipulations contained in section "3.35 Payment Provisions".

Shipment and Risk of Loss

Fully Complies

YuJa will ship all products F.O.B. destination regardless of price discounts. Once the procuring entity receives the products, risk of loss or damage is transferred to the procuring entity. In the event of loss or damage, YuJa will assist the procuring entity with processing of claims for such loss or damage and to expedite the processing of claims and replacement of lost or damaged products or services.

Warranties

Fully Complies

YuJa offers an all-inclusive 30-day remediation policy in any cases where a functional requirement is not met.

Pricing Guarantees

Fully Complies

YuJa will offer its lowest, competitive price depending on the size and scope of the procuring entity. In an effort to prevent exclusion of smaller schools, YuJa's pricing will be dynamic and dependent on the procuring entity's student population and usage of proposed products or services provided by YuJa.

Technical Support

Fully Complies

Customer Service Response Times

Bundled with all enterprise accounts is live, near-immediate support for your entire user-base between our normal support hours of 5:00am – 10:00pm Pacific Monday to Friday. Ticket Support is also available outside of our live support hours.

Organizations may also opt to upgrade to our Gold Support Plan that offers 24/7 support for your entire user base. Our Support SLA includes:

- Response times to 95% of inbound support tickets within 1 hour
- Live, toll-free support response times of within 1 minute for 95% of inbound support calls
- 24/7/365 response time of within 1 minute for all system emergency requests

Product Delivery

Fully Complies

YuJa will make all reasonable efforts to deliver products to procuring entities within 30 days after receipt of a valid purchase order unless otherwise negotiated.

Impracticality of Performance

Fully Complies

YuJa will prudently and promptly act to take any and all steps that are within YuJa's control to ensure performance of its products and services. Furthermore, YuJa acknowledges that it may be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order provided it puts forth its best effort to mitigate any effects on performance.

Records and Audit

Fully Complies

YuJa agrees to maintain detailed records pertaining to the price and services rendered and products delivered for a period of three years from the date of acceptance of each purchase order.

Use of Subcontractors

Fully Complies

YuJa does not use sub-contractors for any installation, training, warranty or maintenance of its products and services.

Indemnification

Fully Complies

YuJa offers indemnification as summarized in the section titled "Limitation of Liability" below.

Website Maintenance

Fully Complies

YuJa agrees to maintain and support an Internet website for access to the ESS, configuration assistance, product descriptions, product specifications and other aids in accordance with the instructions provided by the contract.

Ethics

Fully Complies

YuJa acknowledges and maintains that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.

Replacement Parts

Fully Complies

YuJa acknowledges and understands that any replacement parts may be refurbished with agreement of procuring entity.

FCC Certification

Fully Complies

YuJa acknowledges and agrees to ensure that all hardware supplied by YuJa will meet all applicable FCC certifications and that improper, falsely claimed, or expired FCC certifications are grounds for contract termination.

Site Preparation

Fully Complies

YuJa acknowledges that a procuring entity shall prepare and maintain its site in accordance with written instructions furnished by YuJa prior to the scheduled delivery date of any equipment or service and shall bear the costs associated with the site preparation.

Assignment

Fully Complies

YuJa will not assign nor transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without prior written approval from a procuring entity.

Survival

Fully Complies

Clauses that survive a termination relate to Confidentiality, Intellectual Property Rights, Warranties, Limitation of Liability, and existing Press Releases

Lease Agreements

Fully Complies

YuJa understands that equipment may be leased to procuring entities in accordance with terms and conditions approved by the appropriate governing authority for the procuring entity.

Exceptions to General Terms and Conditions

Exceptions to RFB General Terms and Conditions of ACCS

Partially Complies

For the most part, the terms and conditions proposed in Alabama Community College System (ACCS), Joint Purchasing Agreement Request for Bid document (“Document”) seem reasonable and acceptable to YuJa. However, the Document is missing certain terms that are usual in services of this nature. Such standard terms deal with YuJa’s IP protection, confidentiality of Vendor’s IP, and mutually agreed procedure for handling any potential claims for indemnity besides a few other minor items. Therefore, such terms need to be included in the final version of the Contract. Given below is YuJa’s text for this purpose. Please let us know if you have any suggestions in this regard.

Intellectual Property Rights

Partially Complies

Alabama Community College System (ACCS) Content (as defined below) will be owned by ACCS. “ACCS Content” means any information, videos, data, and other material provided or uploaded directly to YuJa Services and Software (as defined below) by ACCS or ACCS’s end-users in the course of receiving or using Services. Notwithstanding any other provision in the Contract, nothing herein shall be construed to grant ownership of any software developed independently by the Vendor. YuJa software and associated services comprise of several components, including but not limited to lecture capture, live streaming, video classrooms, media management, iOS and Android based mobile applications, quizzes and polls, and social learning (collectively, the “YuJa Services and Software”) provided by Vendor. Vendor grants ACCS a non-exclusive right to access and use components of YuJa Services and Software that are covered under this Contract for the duration of the Contract. Vendor owns and will retain all right, title and interest in and to the YuJa Services and Software including all future development of YuJa Services and Software despite the possibility that some of the future development may be requested and/or paid for by the ACCS.

Confidentiality Obligations

Partially Complies

Each Party (the “Receiving Party”) understands that the other Party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except as expressly permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after three (3) years following the termination of this Contract or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required by law to be disclosed (but only to the extent of

such required disclosure). Further, ACCS will not, and will not permit any third party to reverse engineer or otherwise attempt to discover the source code or underlying structure or algorithms of the YuJa Services and Software (except to the extent such restrictions are contrary to applicable law), decompile, or otherwise attempt to discover the design of the YuJa Services and Software, modify or create derivative works based on the YuJa Services and Software, or otherwise use the YuJa Services and Software outside of the scope permitted under this Contract.

Limitation of Liability

Fully Complies

(a) Vendor will indemnify against any third-party claims in the following categories: (i) claims alleging that Vendor's products infringe on another party's IP rights; (ii) claims resulting from Vendor's gross negligence or willful misconduct; (iii) claims resulting from Vendor's violation of any applicable law or regulation.

(b) Except for the situations specified in clause (a) above, notwithstanding any other provisions in any of the Contract documents, in no event will either party be liable for any other damages in excess of the total amount paid (and payable) to YuJa in the twelve (12) month period prior to the date of the claim, in each case whether based in contract, tort, strict liability or otherwise, and even if such party has been advised of the possibility of such damages. The foregoing limitations will apply notwithstanding any failure of essential purpose of any limited remedy and to the maximum extent permitted under applicable law.

(c) Any such indemnification will be in proportion to and to the extent that such losses, expenses, damages, and liabilities are caused by or result from the gross negligence or willful misconduct or omissions of the indemnifying party or its officers, agents, or employees. In no event will either party be liable for (a) any indirect, punitive, incidental, special or consequential damages arising out of or relating to the subject matter of this Contract (including lost profits). The party claimed against or sued by a third party must notify the other in writing of a claim or suit promptly and provide reasonable cooperation, at the responsible party's expense. Neither party shall have any obligation under any settlement made without its written consent. Vendor will have the right to defend itself against any such claim in the court of law.

Assignment of Contract

Fully Complies

Unless such a provision is prohibited by Alabama law, YuJa requires an exception to the non-assignment provision for cases involving a merger or acquisition, or sale of substantially all of the assets comprising YuJa's business.

Reasonable Use Policy

Fully Complies

This Reasonable Use Policy for Unlimited Service sets forth reasonable use restrictions that govern the use of the unlimited service of the YuJa Enterprise Video Platform. In support of this Reasonable Use policy, YuJa reserves the right to: (a) Request Customers to archive or delete content that has been unused for 1 year or more. (b) Use

the product in the manner it was originally purchased for. (c) Quotations for Unlimited Service are based on the parameters in which the Contract was originally made. Future alterations to the parameters due to circumstances, including but not limited to, the addition of hardware/software (either YuJa-supplied or third-party supplied), or uploading of digital content not covered by customer's Contract into the YuJa system such that the alteration would materially increase usage of YuJa resources, are subject to re-pricing the unlimited SKUs. YuJa reserves the right to vary the terms of this Reasonable Use Policy from time to time.