JAMES MADISON UNIVERSITY.

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU5198

This contract entered into this 19th day of July 2018, by **Kalos, Inc.** hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:
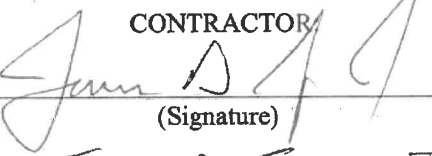
SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From July 19, 2018 through July 18, 2019 with nine (9) one-year renewal options.
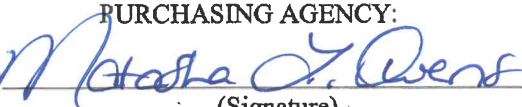
The contract documents shall consist of:

(1)   This signed form;

(2)   The following portions of the Request for Proposal # MLO-946 dated April 12, 2017:
    (a)   The Statement of Needs,
    (b)   The General Terms and Conditions,
    (c)   The Special Terms and Conditions together with any negotiated modifications of those Special Conditions,
    (d)   Addendum No. One dated April 27, 2017,
    (e)   Addendum No. Two dated May 12, 2017;

(3)   The Contractor's Proposal dated May 9, 2017 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
    (a)   Negotiations Summary dated June 25, 2018,
    (b)   Commonwealth of Virginia Agency Contract Form Addendum To Contractor's Form dated September 25, 2017,
    (c)   James Madison University Information Technology Services Addendum dated July 19, 2018.

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

CONTRACTOR:	PURCHASING AGENCY:
By: _(Signature)_	By: _(Signature)_
JAMES D. SPRINGER JR (Printed Name)	MATASHA OWENS (Printed Name)
Title: PRESIDENT	Title: Buyer Senior

Rev. 10/14/09

1. Contractor's pricing schedule for the Purchasing Agency is as follows and hereby replaces the Pricing Scheduled listed on pages 39 and 40 of Contractor's proposal dated May 9, 2017:

    a. Software License - windows or browser version: $7,500
    (Includes Medicat Interface)

    b. POS Module License: $1,700

    c. Parata Interface: $2,500

    d. On-site Training (3 days at $1,600/day): $4,800
    (Includes all travel costs)

    e. Wolters Kluwer Annual Subscription: $2,016

    f. Annual Software Maintenance: $1,800

    g. POS Annual Software Maintenance: $984

    h. Medicat Interface Annual Maintenance: $600

    i. Parata Interface Annual Maintenance: $720

    j. Surescripts *(to be billed monthly as incurred)*: $0.20/ prescription

    k. Text Messages Monthly Cost *(to be billed monthly as incurred)*:

        i. 1 – 300 texts: $20

        ii. 301 – 1,000 texts: $50

        iii. 1,001 – 2,000 texts: $75

        iv. 2,001 – 3,000 texts: $100

    l. Professional Services: $125/ hour

    Annual Cost for Year 1: $22,620

    Annual Cost for Years 2 – 10: $6,120

2. Contractor's proposal dated May 9, 2017 is hereby amended as follows:

    a. Contractor shall invoice the Purchasing Agency annually for all fixed costs. Contractor shall bill monthly for all variable costs (*i.e. Surescripts, Text Messages, Professional Services*).

    b. Contractor shall enroll to receive electronic payments from James Madison University prior to invoicing the University for services provided under this contract.

3. Maintenance period shall begin upon the Purchasing Agency's written acceptance of successful implementation of the system.

4. Should travel be required during the term of this contract (other than initial onsite training), all travel expenses shall be in accordance with the U.S. General Services Administration (GSA) allowance for lodging, meals, and incidentals.

   http://www.gsa.gov/portal/content/104877
   http://www.gsa.gov/portal/content/101518

5. Billable hours shall be for actual work hours on authorized projects/tasks rounded to the quarter hour. Billable hours shall not include travel time.

6. In the event the Purchasing Agency defaults in the payment of license fees, subscriptions, and annual maintenance, Contractor reserves the right to halt support, service, and to withdraw the use of the license from the Purchasing Agency after a thirty (30) day written notice to the Purchasing Agency.

7. The software and all updates must be tested and checked by the Purchasing Agency for accuracy. Contractor does not assume any responsibility for accuracy. If errors on standard Pro-Pharm One software are detected, Contractor shall respond on a priority basis to correct them at no cost to the Purchasing Agency. The software provided by the Contractor is an aid or tool and does not replace the training, knowledge, judgement, and responsibility of the pharmacist and staff.

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

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

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

CONTRACTOR NAME: Kalos, Inc

DATE: 9-25-2017

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This Agency contract consisting of this Agency addendum and the attached Contractor's form contract constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This contract has been reviewed by staff of the agency. Its substantive terms are appropriate to the needs of the agency and sufficient funds have been allocated for its performance by the agency. This contract is subject to appropriations by the Virginia General Assembly.

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

AGENCY by _Natasha Y. Owens_   CONTRACTOR by _____

Title _Buyer Senior_   Title _President_

Printed Name _NATASHA OWENS_   Printed Name _JAMES D. SPRINGOR, JR._

JUL. 2009

James Madison University
Information Technology Services Addendum

CONTRACTOR NAME: Kalos, Inc.

PRODUCT/SOLUTION: Pharmacy Operations System

Definitions:

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

1. **Rights and License in and to University Data:** The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use the data as provided in the Agreement solely for the purpose of performing its obligations hereunder.

2. **Nonvisual Access To Technology:** All information technology which, pursuant to the 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. 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. Compliance may be determined by the degree to which the product meets the recommendations described in the VPAT (Voluntary Product Accessibility Template) and/or WCAG 2.0 Level AA guidelines.

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 the Agreement or as otherwise 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 read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Agreement.

  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 provided for in the Agreement, 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.

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 SAS 70, SAS 70 Type II, SSAE 16, or 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 their hosting company and give the results to the University. The University should not have to request the report directly from the hosting company, or sign a nondisclosure agreement to receive it.
   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 of 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 data 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, or as negotiated and accepted by the University, 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 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.

7. **Security Breach:**
   a. Response. Immediately (within one day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
   b. Liability. In addition to any other remedies available to the University under law or equity, when applicable to the type of services being provided, Contractor will pay for or reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach, 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. Contractor agrees to indemnify, hold harmless and defend the University from and against any and all claims, damages, or other harm related to such Security Breach.

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 30 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 and to complete any required Commonwealth of Virginia documentation regarding the destruction of University Data.

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 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 equipment, 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 Contractor at no additional cost to the University 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 (SOC) Type II audit, or other 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 provider(s) or business partners relevant to this contract. Contractor shall also provide James Madison University with a designated point of contact for the SOC report(s) and risks related to the contract. This person shall address issues raised in the SOC report(s) 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. All documentation shall be provided free of charge and submitted to IT-Assessments@jmu.edu. The Contractor shall provide the SOC II report(s) and other necessary documentation annually 90 days prior to the contract anniversary date. The University should not have to request the SOC II reports or other assessment documents or sign a nondisclosure agreement.
        ii. vulnerability scan, performed by a scanner approved by the University, 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 a process and qualified personnel approved by the University, 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.

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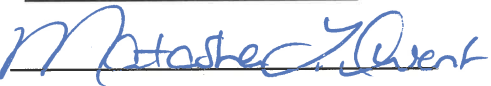
12. **No End User Agreements:** Any agreements or understandings, whether electronic, click through, verbal or in writing, between Contractor and University employees or other end users under the Agreement that conflict with the terms of the Agreement, including but not limited to this Addendum, shall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

To the extent allowed by Virginia law, James Madison University will keep any information provided in a security audit report confidential to protect the integrity of the Contractor.

IN WITNESS WHEREOF, the parties have caused this addendum to be duly executed, intending thereby to be legally bound.
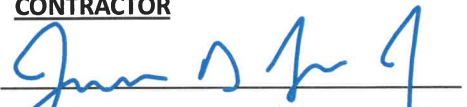
JAMES MADISON UNIVERSITY	CONTRACTOR
SIGNATURE: *(signature)*	SIGNATURE: *(signature)*
PRINTED NAME: MATASHA OWENS	PRINTED NAME: JAMES D. SPRINKLE JR
TITLE: Buyer Senior	TITLE: PRESIDENT
DATE: 7-19-18	DATE: 7-13-2018

Modifications to
James Madison University
Information Technology Services Addendum

1. Section 10.b.i. of the James Madison University Information Technology Services Addendum is hereby deleted.

PROPOSAL OF
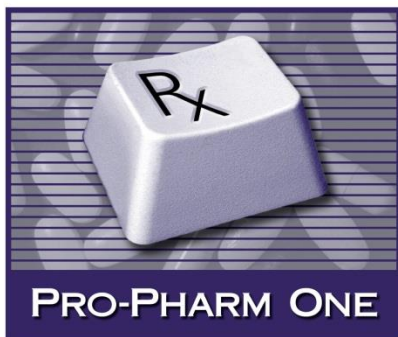
For
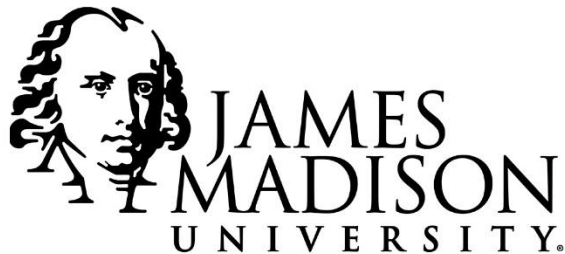
RFP # MLO-946
Pharmacy Operations System

Submitted By:

Kalos, Inc.
3518 SE 21st Street
Topeka, KS 66607

TABLE OF CONTENTS

kalos inc.

May 5, 2017

Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807

RE: Request for Proposal #MLO-946

We are very grateful to be allowed to propose Pro-Pharm One to the James Madison University for use in the pharmacy in the student health center.

University Student Health pharmacies is a primary focus of our company. Many features have been placed in our software for the special and specific needs of this pharmacy environment.

A few items of note for this RFP:

The following paragraphs would need to be included in the contract for the license of Pro-Pharm One software:

> The software and all updates must be tested and checked by LICENSEE personnel for accuracy. Kalos does not assume any responsibility for accuracy. If errors on standard PRO-PHARM ONE are detected, Kalos will respond on a priority basis to correct them at no cost to LICENSEE.

> **THE SOFTWARE PROVIDED BY KALOS IS AN AID OR TOOL AND DOES NOT REPLACE THE TRAINING, KNOWLEDGE, JUDGEMENT AND RESPONSIBILITY OF THE PHARMACIST AND STAFF.**

> In the event that LICENSEE defaults in the payment of license fees, subscriptions and annual maintenance, Kalos has the right to halt support, service and to withdraw the use of the license from LICENSEE after a 30 day written notice to licensee.

> In the event the James Madison University does not pay the support fees for Pro-Pharm One, the software license is revoked and will discontinue the use of the software.

Thank you again for this privilege. We at Kalos would consider it an extreme honor to work with the Student Health Center Pharmacy staff in providing excellent service to its clients.

Sincerely,

Jim Springer
President

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REQUEST FOR PROPOSAL
RFP # MLO-946

Issue Date: **April 12, 2017**

Title: **Pharmacy Operations System**

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

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

<u>Sealed</u> Proposals Will Be Received Until <u>2:00 p.m. on May 16, 2017</u> For Furnishing The Services Described Herein.

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

All Inquiries for Information and Clarification Should Be Directed To: Matasha Owens, MPA, VCO, CUPO, Buyer Senior, Procurement Services, owensml@jmu.edu, 540/568-3137, (Fax) 540/568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED

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

Name and Address of Firm:

Kalos, Inc.   By:_____
                                                (Signature in Ink)

3418 SE 21st Street   Suite B   Name: James D Springer, Jr._____
                                                (Please Print)

Topeka, Kansas 66607_____   Title:__President_____

Date: 05/09/2017_____   Phone: 800-264-0068_____

Web Address: www.kalos-inc.com_____   Fax #:_785-232-4917_____

Email:_jim@kalos-inc.com_____

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

IV. STATEMENT OF NEEDS

A. Application Functionality:

1. Describe the system's ability to integrate with the current Medicat System.

Kalos has worked with Medicat to develop a two-way interface. This interface has been in use for many years at multiple University sites. Both companies have a background service which monitors specific ports to receive and export data. Therefore it is a 'real time' interface.

Pro-Pharm One can receive from Medicat student demographic info (ADT) and prescription orders from the provider. With all the universities, Medicat receives student demographic data from the Bursar's office and pass this on to Pro-Pharm One. If someone in the student health clinic changes a student's demographic info, it will be sent to Pro-Pharm One. This eliminates the need for the pharmacy staff to 'add' patients/students to the system.

Within Pro-Pharm One we have a special field to 'save' the Medicat ID number for a patient/student. The Medicat ID is passed to Pro-Pharm One with the demographic information. This creates a strong connection of identifying the patient/student between the two systems.

Medicat can send prescriptions directly to Pro-Pharm One that the providers have written. With this direct connection, there is no need to go through a third party such as Surescripts. As a result, this saves the university a lot of money. On the pharmacy side, each prescription that comes through Surescripts will cost $.20 each. These prescriptions/orders reside in a 'que' within Pro-Pharm One to be filled/processed by the pharmacy staff. These electronic prescriptions are 'easy' to fill by the pharmacy because most of the data is placed in the appropriate fields for fill processing. (Since we have the patient's Medicat ID, the correct patient is selected for the pharmacy staff automatically).

If desired, we can send prescription information back to Medicat. This is done at the time of 'pick up' when the patient/student signs for the prescription(s).

Please note: the price section includes the cost of our side of the interface with Medicat. You will need to contact them for any charges to implement their service for the interface.

2. Describe how the system will maintain complete and accurate patient drug history. Include how long these histories will be available, the capacity of the storage system, and how records may be deleted from the system.

> Each prescription and it's fill(s) is saved in the Microsoft SQL database. The information about each fill will include such things as drug, quantity dispensed, cost, price, and pharmacist initials etc. Since each fill of a prescription is recorded, you have detailed information. For example, a woman might get 3 packs for one fill but only 1 pack the next.
>
> This patient drug history is available in many places in the system: filling screen, pharmacist QC, reports etc. A patient drug history for a select date range can be printed to give them.
>
> All data is stored in a MicroSoft SQL file. The only limitation is the disk space available on the server. We have universities that have patient drug history back for 15 years.

3. Describe the system's ability to evaluate and notify the medical provider of allergy concerns, drug-drug interactions, and disease-state interactions when completing a medication prescription in the Medicat System.

> Pro-Pharm One is separate from Medicat and is used by the pharmacy staff, not the medical provider. I am assuming that Medicat has these kinds of checks for the provider when they enter a new prescription order which will be either printed or electronically sent to the pharmacy.
>
> Pro-Pharm One has the above checks which are provided to the pharmacy staff when they fill the prescription order. There is a subscription to a group of databases from Wolters Kluwer (MediSpan) which provides this information. There are checks for: drug-allergy, drug-drug, drug-disease, drug dose, and drug duration. These databases are updated on a weekly basis.
>
> If the pharmacy staff would be notified about a potential issue and they desire to communicate with the provider, this would be done outside of the software.

4. Describe how the system will provide regular automatic updates for drug-drug and disease interaction as well as medication files on a regular basis.

> Drug-drug and disease interaction databases are provided by a subscription from Wolters Kluwer (MediSpan). These are updated monthly. They are sent to Kalos and placed on a Kalos website. They are then loaded on the pharmacies server automatically or manually.

5. Describe how the system's interface with the Medicat System will allow for electronic prescribing (*e-prescribing*).

   Built into the Pro-Pharm One / Medicat interface is the ability to send an electronic prescription. The electronic prescription comes directly to Pro-Pharm One and not through Surescripts (saving BIG dollars).

   Electronic prescriptions received by Pro-Pharm One are stored in a que to be filled / processed.

   Pro-Pharm One has been audited and certified to receive controlled substance electronic prescriptions.

6. Describe how the system will allow e-prescribing from physicians outside of the UHC.

   Electronic prescriptions from providers outside the health clinic will come via Surescripts. Each month Surescripts bills us for the orders sent to each pharmacy which in turn we bill the pharmacy monthly. The current rate is $.20 per order /prescription.

7. Describe the system's ability to integrate with the existing Datamax label printer to print prescription labels and drug counseling hand out sheets with each prescription.

   Pro-Pharm One can work with any printer which has a Microsoft Windows operating system driver. We have many pharmacies which use a thermal printer for their labels. The system can be configured to print the label on the Datamax and automatically print the drug counseling handout on a laser printer.

8. Describe the system's ability to separate and track all prescription medications based on their Drug Enforcement Administration (DEA) schedule.

   The drug table has a field to indicate the DEA schedule. When adding a new drug, most pharmacies 'pull' the data from a master database provided by MediSpan which automatically places the correct DEA schedule on the drug.

   Various reports can be run by the DEA schedule. For example, a prescription journal can run for all controlled drugs filled i.e. 2,3,4,5 schedules or just narcotics i.e. 2 schedule.

   We also have processes in place to create the PMP reports to state entities of controlled prescriptions filled.

9. Describe the system's ability to integrate with the Medicat System to maintain inventory and compile a suggested order for replenishment for prescription and OTC items.

Pro-Pharm One has it's own inventory system and does not integrate with Medicat for those items. Each drug and OTC item has a re-order point and stocking level value. A suggested 're-order' file can be generated with suggested quantities. This file can be edited.

Inventory can be 'added' by a posting program or via the generated 're-order' report.

Inventory is reduced automatically when prescriptions are filled and OTC items are selected at 'pick up'.

There is a posting program to adjust inventory levels for various reasons i.e. dropped medication that needs to be destroyed, return out dated items to wholesaler etc.

10. Describe the system's ability to interface with the Parata Mini drug dispensing equipment.

Yes, we have an interface with the Parata Mini system.

11. Describe the system's accounting capabilities including the ability to integrate with the Medicat System's accounting module.

Items that are processed through the Pro-Pharm One 'pick up' (both prescriptions and OTC items) have information passed to Medicat through the interface. Information includes the patient ID, item (prescription or OTC), quantity, and price.

We have many universities where the student goes to a cashier window to handle payments. Within Medicat, they can see items from pharmacy and charges from other departments in the health center.

12. Describe the system's ability to act as a point of sale inventory management system including barcode scanning.

We have a 'pick up' process where items can be barcode scanned (prescriptions and OTC) and signed by the patient. This information is transmitted to Medicat (as noted above.)

There is an option to use our point of sale module. This handles the money for the pharmacy transactions.

13. Describe the system's ability to assist with processing insurance claims related to prescription medications.

> When filling a prescription, if it is flagged as covered by insurance, a claim is submitted automatically. Within seconds a response will return to the pharmacy indicating 'acceptance' or 'rejection'. If accepted, the insurance amount and copay are captured. With a rejection, the claim can be altered and re-submitted.

> Pro-Pharm One currently works with three 'switch' companies. James Madison would select one and have a contract with them to process the claims. The university would be billed monthly for the claims submitted by the switch.

B. Application Technology:

1. Describe the application security features for data, for each module, and for the system. Describe all row-level security options as well as any field-level encryption available.

> There is a security system within the application. The application administrator can setup security 'groups' and assign each user to a group. Each group can be given various restrictions or privileges. These can pertain to functions or modules within the application, table access, table edit, table add, table delete. Security can be set at a 'field' level if desired. For example, a user might have access to the drug table but cannot change the 'cost' field within the drug table.

2. Describe any transactions or functions that are not done on a real-time basis and list batch jobs required for this function.

> PMP reporting to a state agency for controlled substance prescriptions. The application will collect the information into a file as controlled prescriptions are filled or processed. There is a background service which will submit this batch to the state agency for the pharmacy.

3. Define what *modifiable*, *customizable* and *configurable* mean for your application.

> Modifiable would be having access to the application code and making changes. This can only been done by Kalos staff. As stated earlier, we are very willing to modify the program for customers based on need or industry requirements (EPCS).

> Customizable: make changes to liking or needs outside of program code changes. An example would be selecting a the color of patient notes to signify the importance of the note.

> Configurable: The ability to change settings or parameters. An example would be the amount of time of 'in activity' before the user is 'logged out'.

4. Describe the tools and expertise that university technical staff would use to support, troubleshoot, configure or customize the application.

Backup software and databases in a manner they prefer.

5. Describe other customizations available and associated cost (*i.e., hourly and fixed fee*). Describe how configuration and customization will affect future releases of software.

We have done custom coding for many universities. Our current rate is $125 per hour.

6. Describe workflow functionality included with the application and provide a list of any function for which workflow is already built and delivered.

Pharmacy workflow is available and is configurable by pharmacy. It allows the pharmacy to setup 'stages' and then place 'tasks' within a stage. There is no limit to the number of stages allowed. The pharmacy is allowed to design the prescription path through the stages. Pro-Pharm One has a set of tasks which can be selectively placed in a stage.

We have university pharmacies which operate a very 'simple' process of purely doing a 'script fill' followed by a label print. Other pharmacies have extensive workflows with multiple stages and tasks within them.

7. Describe how JMU's e-mail systems would be incorporated with your system's operation. (*Faculty/Staff – on premise Exchange and students – Office365*).

   a. Describe third party e-mailing, if this functionality is part of your solution.

   None currently.

   b. State what messaging service is utilized by your system.

   The pharmacy staff can send text messages to patient's within the pharmacy application. This is done through a cloud service via Twilio texting software.

   c. Describe details of how messages look (*from, etc.*).

   No email, only text message currently.

C. Reporting:

1. Describe application approach/strategy for reporting including the approach to ad-hoc reporting for power users as well as the occasional user.

   Pro-Pharm One contains standard reports. Most have several options or selections to 'filter' the data.

   The database used is Microsoft SQL. Third party report writer products could be used to create ad-hoc reports.

2. Describe all reporting tools supported and how they integrate with the product. State if application licensing include any of the products.

   Any tool that can be used with Microsoft SQL is supported. The licensing of Pro-Pharm One does not include any of these products.

3. Provide a list of all reports delivered as part of the base product including a short description of each (*i.e. drug and prescriber usage reports*). Include a sample of several reports for review.

   See list and sample in later section

4. Describe reporting output formats available.

   Acrobat (PDF), CSV, Excel 97-2003, Rich Text Format, TIFF, Web Archive

5. Describe the types of reporting that would typically require Information Technology staff support.

   There is a service which will send a file or report to state agencies for PMP reporting. We just have to make sure this service is running.

D. Services:

1. Describe your training options and include a catalog of training offerings and their associated costs. Response should include differentiation between technical staff and end-user training.

   Training can be conducted at our office in Topeka, KS or at James Madison.

   Training at the Kalos office is free. Training on site is $1,800 per day.

   These fees would apply to either technical staff or end-user.

2. Describe services available from your company and/or partners including pricing information that may be included in the final contract. Describe any services offered that are not included in the base product.

Pro-Pharm One software maintenance from Kalos, Inc.

Third party claim switch: a company that handles the claim to a third party payor. You will have a contract with them for this service. Currently we have three companies to select from: eRx, RelayHealth, and RSI. Each charge about $.06 per 'basic' claim.

Wolters Kluwer (MediSpan): databases for – drug-drug interactions, allergy-drug alerts, drug-disease alerts, patient education, Medguides, drug dose check, drug duration check, drug imprint data, drug image data. This is billed through Kalos, Inc.

Text messaging: billed through Kalos, Inc.

IVR: currently we have three companies with interfaces to their IVR systems – eTab, VoiceTech, Telemanager

See 'Pricing Schedule' for pricing information.

3. Describe the support options available including on-going support of the application. Describe what portions of support to be performed by IT, the customer versus the vendor.

Our software maintenance contract includes support of the application. This is required for the use of the license of the software. IT or the customer can contact us for assistance.

After the IT department of the university has 'setup' the application and database server and install Microsoft SQL, by remote access, Kalos staff will assist in seting up the SQL tables and loading the application. The university IT would be responsible for database backup, standard SQL maintenance.

Kalos will be the support for any application issues or questions.

4. If support is provided to end-users directly as part of your services, provide the SLA under which you would operate.

Yes, support is included in the software maintenance contract. A maintenance contract is required for continued use of the license. We have team of support staff to handle calls, emails or faxes. Our normal office hours are 8 am to 4:30 pm central standard time. Support can be reached by calling our 800 number. After our normal business hours, the user will still call the 800 number for support. One member of the support team carries a cell phone to which the 800 is transferred. They would be the person available for after hours support.

Below is a sample of our SLA agreement:

Kalos, Inc.

3518SE 21st St, Suite B   785-232-3606   Topeka, Kansas 66607

SERVICE CONTRACT & Database Subscription

NAME: _____

ADDRESS: _____

This contract covers a <u>one year</u> period from _____ to _____ on the following software. _____ shall notify Kalos <u>of its</u> desire to renew the contract on a yearly basis. If _____ elects <u>to not renew the service contract</u>, it will cease to use the listed software at the end of the then current year contract.

Software Maintenance

1 Pro-Pharm One License - $
1 Interface - $

Software support covers the following:

(A)   Phone assistance: Kalos, Inc. will assist the user with questions or problems dealing with Pro-Pharm One. (It <u>is assumed</u> that the operator has referred to the manual.)

(B)   Updates to Pro-Pharm One software will <u>be provided</u> without additional cost for the software. There may be <u>occasion</u> where a fee will be charged for Kalos, Inc. personnel time to set up the software update on the user's system.

Database Subscription

1 Wolters Kluwer Health (MediSpan) DUR database - $

Subscription services: Kalos, Inc. will provide quarterly updates to the <u>above listed</u> databases to _____. These databases are products owned and updated by Wolters Kluwer Health, and Intercon. Kalos, Inc. is the sole source of these products when used with Pro-Pharm One.

<u>DISCLAIMER</u>: The clinical information in the DATABASES is intended as a supplement to, and not a substitute for, the knowledge, expertise, skill, and judgment of <u>health care</u> professionals in patient care. The absence of a warning for any given drug or drug combination should not be constructed to indicate that the drug or drug combination is safe, appropriate or effective in any given situation. PARTIES DISCLAIM ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES OF ANY KIND, <u>WITH RESPECT TO</u> THE LICENSED DATABASES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED <u>WARANTY</u> OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

KALOS, INC. <u>agrees</u> to service the items listed above, said items the property of the <u>above listed</u> firm, providing the said items remain the property of this firm and remain located in their present offices.

In consideration of the <u>above listed</u> <u>services</u> _____ <u>agrees</u> to pay a sum of <u>$</u>_____ per year paid in advance either yearly, quarterly or monthly. There shall <u>be added</u> to the price, the amount, <u>if any</u>, now or <u>hereinafter</u> imposed as taxes for, or upon the furnishing of service <u>and of material</u> herein described, or the contract therefor.

Total Contract $ _____

We accept the contract written above:

KALOS, INC.   Firm _____

By _____   By _____

E. General:

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

    a. IT secures and sets up – servers, Microsoft SQL

    b. IT provides server access to Kalos. Kalos will load applications and setup SQL tables.

    c. Medicat and Kalos install interface service software and test. (2 months before go live)

    d. Pharmacy decide label format (8 weeks before go live)

    e. Pharmacy select and sign contract with 3rd party switch (2 months before go live)

    f. Set up and workstations and printers (2 months before go live)

    g. Remote training of pharmacy staff to setup: drug, provider and sig tables (1 month before go live)

    h. Train pharmacy staff on applications (2 days at go live)

    i. Trainer present first day of 'go live'

2. Describe your approach to test and production environments including licensing requirements and any additional costs.

    We encourage and many of our universities have a test and production environment. The university is allowed to have a second copy of the application in a test environment at no additional charge.

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

    We depend on the normal items supplied on the Microsoft windows operating system for accessibility to people with disabilities.

4. Describe the Help system(s) and how it can be modified.

    The help system is a web based reference. It can be accessed throughout the application. It is modified and updated by a writer on our staff.

5. Describe your relationship with the vendor(s) of any third-party tools (*i.e. reporting tools, application server and DBMS vendors, etc.)* included in this proposal including licensing, costs, support for the product(s), and versions *(e.g. full or modified).*

   We license databases from Wolters Kluwer (MediSpan) for drug data. They send us updates monthly which is then made available to the pharmacies.

6. JMU is interested in developing a strategic relationship with the successful vendor. Provide information regarding ideas on how such a relationship can prove mutually beneficial.

   We have specialized in university health center pharmacies for many years. We have universities using the software all across the United States. It is encouraged that our users give us feedback in ways the product can be improved to help them.

   A university pharmacy in Colorado gave us an idea for dispensing 'packs' which was implemented.

   A university in Mississippi needed a special export to Peoplesoft for charges.

   A university in New York had a special case of insurance tracking for a plan offered by the university.

   It would be a delight to get ideas from JMU!!

7. Describe active user groups and how they function.

   We are not aware of any active user groups.

8. Describe licensing. If licensing is based on number of users, describe the models used to obtain numbers both for current and future usage.

   Licensing is based upon pharmacy, not the number of workstations or users. Every pharmacy or NABP / NPI number would purchase a license.

F. Technical:

1. Architecture: Provide a detailed diagram of the architecture/technical environment proposed for the system. Describe each component, the software running on it, and its purpose. List all communications between components including the protocols, ports, direction, third parties, and whether the communications are encrypted.

Basic Active Directory Network

Simple AD Network

Intranet AD

SQL SERVER
2012 R2 Server
SQL 2012 or 2014

Application Server
Terminal Server
Propharm Client installed
2012 R2 64bit

Windows 7 or 10
With Propharm Client
Installed

Windows 7 or 10
With Propharm Client
Installed

Thin Client
Terminal
RDP

Thin Client
Terminal
RDP

Network Printer

Network Printer

Note: This is
example only

Router VPN

Internet

All Propharm users will authenticate to Database
server using SQL authentication
Propharm uses SQL authentication to connect to
the Propharm SQL Database
Propharm user can ether use RDP to connect to
the
Apps Server "Terminal Server" or
Have Propharm Client Software on their
workstations

Note: This is a simple Design
Use for a guide only
Not written in stone
Just used to give an idea how Propharm
works

All Interfaces Service reside on the
SQL Server
If Not then a separate Windows 2012
R2 server can be used

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PropharmOne Plus Simple System Layout

Customers tablets or home computers connection thru web browser to customer portal

Optional
Customer Portal
Web Server
can be installed
outside of the firewall

PropharmOne Plus Basic Requirements
Software
Database Server
Windows Server 2012 R2 64 bit
Microsoft SQL 2014 standard or enterprise
Web Server
Windows 2012 R2 Server With IIS Installed
Hardware
16 Gig Memory Min
200 Gig Disk space
2.0-2.6 Xeon dual core CPU "Quad core preferred"
Support
Securelink Gatekeeper installed
VPN access to Customers Network
RDP access to all servers
Admin access required
PropharmOne Plus Requirements
IIS on web servers
.Net 4.5

Internet Cloud

Router Firewall
Port will need to opened to
SQL server or to an internal
server depending on where
the Customer Portal resides

Intranet

Pharmacy PC's Windows 7 Pro Or Windows 10 with Chrome or Edge Installed

Printer in pharmacy accessible by the web sever

Tablet used for Signatures

PropharmOne +
Web Server
Windows 2012 R2
IIS installed
Optional: Customer Portal
App can reside on this server
Interfaces Services will reside
on this server

SQL SERVER
Windows Server 2012 R2
and Microsoft SQL
2014Standard
PropharmOne + database
Server

This is just an example setup can be changed to customers Requirements , Just meant to show Possible PropharmOne Plus Setup

2. Describe the toolset from which your application is derived.

The browser based version uses: C#, Javascript, HTML5.

The windows version uses: C++

3. Describe the client operating system and browser requirements for your toolset. List any additional client-side software required for development/management of your toolset.

Propharm Windows
1. Windows 7 Pro, Windows 10 Pro
   Brower's Not used
   Visual Studio 2012 x86 Runtimes
   SQL Native Client version 11 32 bit
2. On Database server
   SQL Management tools
   Visual Studio 2012 x86 runtimes
Propharm WEB
1. Windows 7 Pro , Windows 10 Pro
   Brower's
   Chrome Preferred
   Microsoft Edge

4. Describe any changes to default browser or client security settings.

   Propharm WEB Brower default setting fine

   Propharm Windows Users need Full right to Propharm Folder

5. Describe any functionality loss, installation or upgrade problems, or other difficulties if client applications are run using a standard client user account (*non-administrator*).

   Propharm Windows

   Users need full read/write access to the Propharm Folders.
   During Install, the installer will need ADMIN rights i.e. "Run as Administrator".
   The installer writes to the folder c:\programdata\ folder

   Propharm Web

   Since this is a web based software, there is no software installed on the clients workstation.

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

   Microsoft Window devices that have 1920 x 1080 resolution and Network access.

7. Describe your approach to staying current with versions of software utilized by your product.

   We try to stay within one version of the latest release of Visual Studio tools and SQL.

8. Provide the support lifecycle for your proposed solution. Provide a roadmap for both the functionality and the technology of your solution.

   The current windows version has been supported for 17 years. Over the next 5 years, the plan is to move all windows to our new browser based product.

9. Describe support for real-time access to data through a method other than the application.

   Our support staff may use Microsoft SQL tools on occasion.

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

    We have developed interfaces to :Medicat, Parata, Surescripts, IVR systems etc. Prices are included in the 'Price section'.

11. Describe support for inclusion of your application as part of the PeopleSoft application portal. Describe any pagelets available and how that integration would occur. Describe support for delegating authentication for the pagelet Oracle Access Manager Single Sign and/or PeopleSoft single-sign-on. Describe support for other single-sign-on technologies.

> At most of our universities, we get the ADT information and send charges from the EHR system i.e. Medicat. This eliminates the need for Pro-Pharm One to directly communicate with PeopleSoft.

12. Describe your product's support for Web Services/Service Oriented Architecture based standards such as JSR 168 Portlet development standard, and JSR 172 Web Services Interoperability Standard.

> These could be supported, but currently are not.

13. Describe the ability for your product to create consumable web standards-based content *(such as RSS feeds, hcard, ical, and other microformat specifications)* and the ability to pull XML based content from your system and any APIs supporting the delivery of such data/content.

> For PropharmOnePlus:
>
> 1. Our current API is only developed for working with our HTML5 application. We have no published APIs for extending the product.
> 2. Our current API does not publish consumable content. Some of our APIs could be utilized to retrieve content but as of now the formats are proprietary to Propharm.
>
> For ProPharmOne Windows:
>
> 1. ProPharmOne is a client-server implementation with no published APIs for extending the product.
> 2. ProPharmOne does not publish consumable content.
>
> > We could add such APIs as needed to either product. Our preference would be to use JSON.

G. Security:

1. Describe any communications that are not cryptographically protected (*e.g. non-https, non-ldaps, non-ftps*).

   > Everything should be protected.

2. Describe all authentication and authorization processes and options both end-user and among component interfaces. Include interoperability with external authentication and authorization sources (*e.g. directories, federations, SSO, two-factor authentication*). Include all pertinent documentation describing interfaces and configuration options.

   > We use SQL authentication for our databases.

3. Describe how and where any sensitive data (*e.g. credit card, financial, authentication credentials, cryptographic keys, SSN, FERPA, HIPAA or other legally regulated data*), is **stored** on clients, servers, and participating external devices. Describe how the data is protected (*e.g. cryptographic algorithms, key size and handling*).

   No credit card data is stored. All prescription data is stored on your servers in SQL files. To enable encryption of the SQL database is up to your IT department

4. Describe the ability to audit and monitor the solution. Describe all logging mechanisms and associated formats (*e.g. ascii log file, windows event log, database*). Describe abilities to export log and audit data to external systems and/or be fetched from them (*e.g. syslog, SIEM, OS/application/network monitoring systems*). Describe the effects of auditing and logging on a production implementation. State if the proposed system is sized for full audit capability. Describe elements captured with the audit/logging process.

   There is logging of user actions within the application itself. Reports are available of logged activity by date range and user.

   Logging of activity outside of your application is available by using 'SecureLink'. This will log all activity by support personnel.

5. Describe your software development practices as they pertain to security (*e.g. internal/external code reviews, application scanning, penetration testing*) and whether test results will be made available to JMU.

   All software development is conducted on secure servers in our facilties. We do not kept customer data. All data is secured and stored by IT staff of the university.

6. If applicable, provide up to date, signed documentation that the offered solution and involved partners are compliant with all PCI-DSS and PA-DSS requirements. Provide documentation of your most current PCI system scan and the signature page from your Record of Compliance (ROC) or Attestation of Compliance (AOC).

   This would be in relation to our Point of Sale module. All credit card information and the transaction is handled by processor OpenEdge which is compliant. Our software does not store or handle any of the credit card information.

H. Maintenance and Support:

Because consistency and stability of the operating environment and rapid correction of system failures are critical to James Madison University, major consideration will be given to the amount and extent of hardware and software maintenance coverage and to the quality of maintenance.

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

   The pharmacy application is constantly being updated by a team of programmers in our company. Work is done in 4-6 weeks 'sprints'. There is not a 'fixed' time frame or date for software updates. On average, there are two updates per year. With that said, there have been 'special' updates to resolve issues discovered between 'standard' updates.

   Changes are tested in-house and then placed on a website. A document is published listing the changes in the version released.

2. Describe capabilities for remote support and indicate what access to accounts and systems is required. Describe the locations from which this activity would take place.

   Kalos staff uses a product called 'Securelink' to connect to the desktop and servers. With some universities, they provide a VPN link to the servers via RDP. This would take place from the office of Kalos, Inc.

3. Describe any maintenance options/tiers and whether they vary in cost by time of day, response time, etc.

   Our standard software maintenance contract is required. Support is provided during our normal business hours 8:00 am to 4:30 pm Monday through Friday. After hours is covered by a support person via the normal 800 number.

4. Describe services that may be required in the normal course of operating the system that are not covered under the maintenance contract.

   Backups of the databases, shrinking of database, rebuilding the indexes of database (handled by IT personnel).

5. Describe the procedures for obtaining services for all types of maintenance *(e.g. installation of corrective code, enhancements, applicable "escalation" procedures for providing additional assistance in diagnosing a failure that is not resolved in a timely manner to include notification procedures and timing as well as what higher levels of assistance will be made available.).*

   Special services such as table changes or critical bug fixes will be coordinated between the IT/Pharmacy/Kalos support. A time will be selected for Kalos support to connect to the SQL for changes while the pharmacy is not 'operating'.

6. Describe if and how your product impacts our ability to apply security updates in a timely manner to underlying or supporting products *(e.g. Windows, Linux, Java, Oracle, MS Office, Web server).* Timely is defined as no later than 30 days from the time of vendor release.

   It should have no impact at all.

7. Describe the system enhancements in development that are scheduled for release in the next twelve months.

The implementation of new Clinical databases from MediSpan.

8. Describe all responsibilities of both the contractor and James Madison University in the isolation and diagnosis of system failures.

The university IT is responsible to determine if the issue is hardware / system or pharmacy application. All hardware / system issues will be resolved by the university IT. Software application issues will be resolved by Kalos. Kalos staff will be available to assist in determination of issues.

I. On-premise Application (*if there is no on-premise option, do not complete*):

1. Describe hardware and software requirements for the proposed system(s) along with any sizing assumptions made to arrive at those requirements.

Pro-Pharm One windows -

Hardware needed: Most universities will purchase these items through their IT source. The current servers and workstations being used might work with Pro-Pharm One if they meet the following specs.

1. Pharmacy server: (this can be a virtual computer if desired). The computer must have this as a minimum:

   Windows 2012 R2 with SQL 2012 or 2014 64 bit server OR
   Windows 2016 server with SQL 2016 64 bit server
   CPU – Dual core
   16GB of RAM
   2TB Disk drive, (or bigger and faster)
   DVD-RW
   17" or 19" LCD Panel monitor (resolutions must be 1024 x 1080)
   Keyboard
   Mouse
   100 mps Ethernet card
   *Note: the server will need a connection to the internet for support and 3rd party claim submission

2. Pharmacy workstation: Current workstations might meet these specs:
   CPU – P4 3 Ghz
   2GB of RAM
   80GB Disk drive
   CD-Rom
   19" Monitor or 17" LCD flat Panel monitor (resolutions must be 1024 x 1080)
   Keyboard
   Mouse
   100 mps Ethernet card
   Windows 8 or 7

3. Optional item: Bar code scanner(s): Symbol LS 2208 or LS9208

4. Optional item: Scanner for paper prescriptions, driver's license: Fujitsu fi-5120C

Printer options: Just about any printer which has Windows drivers.

For laser printers Lexmark, HP or Xerox. Most customers have a second drawer which will hold 500 sheets of paper on the laser. This allows both labels and plain paper to be available for printing at the same time. Pro-Pharm One will select paper out of the appropriate drawer.

All computers must access internet connection for 3rd party claims submission.

Pro-Pharm One Plus – browser based version

Hardware needed: Most universities will purchase these items through their IT source. The current servers and workstations being used might work with Pro-Pharm One if they meet the following specs.

1. Servers: You will need one (1) database server and (1) web server which can be 'real' or virtual.
     Database server: running Windows Server 2012 R2 and SQL Server 2014
     This will need 16GB RAM and 2TB storage.
     Web server is needed (could possibly be on the same virtual server as
         SQL). This server needs to run IIS 7.5 and Windows 2012 R2. It needs
         16GB RAM and 500GB for virtual or 2TB if 'real'. The Pro-Pharm One web
         software would reside on the Web Server.
2. Need a wireless access point for tablet connections.
3. Pharmacy printing is done through a printing service. That service will reside on the app server which requires all pharmacy printers to be setup on said server.
4. Workstations –
     a. Can use Windows 7, 8 or 10 monitors must have a resolution of at least
          1920 x 1080. (Would 'like' touch screens, not required).
     b   Use either Chrome or Microsoft Edge.
     c   For student signature capture – a touch tablet pc with (1920 x 1080
          resolution) running Windows 8 or 10.

     d   Use a webcam (preferably the IPEVO Point 2 View).

A wireless router would be nice but not required.

Printer options: Just about any printer which has Windows drivers.
     For laser printers Lexmark, HP or Xerox. Most customers have a second drawer which will hold 500 sheets of paper on the laser. This allows both labels and plain paper to be available for printing at the same time. Pro-Pharm One will select paper out of the appropriate drawer.

All computers must access internet connection for 3rd party claims submission.

2. Describe supported server OS, hardware and/or virtualized platforms. If virtualization is supported, state virtualization technologies that are supported including what components can be virtualized.

     See number '1' above.

3. Describe support for load balancing and system failover including any and all vendor specific preferences. Also include any vendor specific configuration guides.

University IT would be the ones for this support.

4. Describe how scalability is accomplished as the criticality of the system(s) and number of users increase.

This would be determined by how the servers / systems are built.

5. Describe the system capabilities and options for the backup and restoration of the system components (*example: database*).

This would be determined by the university IT.

J. Hosted Applications (*if there is no hosted option, do not complete*):

Kalos does not provide a hosting service. That does not prevent the application and databases from being hosted. The use of a 'host' would be the responsibility of James Madison.

The University occasionally explores opportunities for hosting applications external to the University. If hosting is an option for this project, then complete the following section. If hosting is not an option, there is no requirement to respond.

1. Provide a list of service outage incidents, security breaches, and application security vulnerabilities fixed over the past year.

2. Provide a description and evidence of the security used in your facilities to assure the confidentiality, integrity, and availability of JMU data and services. Include:

   a. Employee and partner vetting processes.

   b. Physical, network, and system access controls

   c. Process to apply security updates in a timely manner.

   d. Internal/external vulnerability testing including network scanning, penetration testing, web application testing, code review, audits, and which, if any will be made available to JMU.

3. Ongoing attack and integrity monitoring methods: Provide your policy and process for notifying JMU of security breaches in your environment.

4. Describe the architecture of the proposed solution indicating where and how JMU will either share resources with other customers or be isolated from them.

5. Describe your approach and policy regarding ownership of customer data that resides in your data center. Describe customer rights and abilities regarding moving and copying.

6. Describe vendor and partner practices related to moving and copying data.

7. Describe where services and data storage are located geographically.

8. Describe any exit strategies you offer.

9. Describe your approach to backups and disaster recovery. Indicate whether backups can be stored at JMU and if so, how it would be accomplished.

K. Privacy:

1. Provide your privacy statement and that of any partners involved in providing your proposed solution.

   We have a HIPAA policy and procedures document that is reviewed and signed by each employee.   All PHI viewed or obtained in the assistance of a Kalos pharmacy client is not to be shared, copied, kept, or sent to anyone outside of the company. If the information in on premise, once the insure is resolved, it is to be destroyed or returned to the pharmacy.

2. Describe any user and/or activity information collected automatically or directly through inquiry or consent forms sent directly to you or other parties outside of the application system, whether the information collected is personally identifiable, for what purpose(s) it is collected and how long it is retained.

   This is not done.

3. Describe the specific means used to collect such information *(via cookies, web bugs, etc.).*

   None

4. Describe how information is stored and kept secure.

   It is not kept or stored.

5. Specify whether you share the user and/or activity information with other parties. If information is shared with other parties, identify specifically who these parties are and respond to Items a. through c. for each.

   We do not share the user and/or activity information with other parties.

   a. Identify the type/specific information being shared with a third party or collected directly by them about your offering, whether the information collected is personally identifiable, how/for what purpose(s) it is collected and how long it is retained.

   b. Describe the specific means used to collect such information *(via forms, cookies, web bugs, etc.)*

   c. Describe how this information is stored and kept secure.

6. Specify whether your offering includes ingesting or connecting to personally identifiable transactions or other records from third parties. If so, please respond to a. through c. below:

We do not collect or store any personally identifiable transactions or other records. Our support staff may view or use information from time to time to assist in resolving issues. Any information obtained in our offices is destroyed after problems are resolved.

a. Identify the type/specific information being collected/ingested through a third party or collected directly by them in connection with your offering, whether the information collected is personally identifiable, how/for what purpose(s) it is collected and how long it is retained.

b. Describe the specific means used to collect such information (via forms, cookies, web bugs, etc.).

c. Describe how this information is stored and kept secure.

Reports: List of and samples

Audit Log	The Audit Log report allows you to see what actions have been taken within ProPharm. You can select a date range and choose to view all logs or a specific *Log Type.* You can also narrow the report to show a specific User, Patient, or Drug
DEA Journal	The DEA Journal allows you to show all of the scripts with certain DEA Schedules that were filled in a specific date range. You can choose a start date and stop date, then select which Drug Type or specific DEA Schedules to include in your report. You can also mark the appropriate checkbox to include only scripts that have been picked up
Drug Inventory	The Drug Inventory report shows your pharmacy's on hand quantities of specific drugs or groups of drugs. You can choose to show specific *DEA* Schedules or enter a particular *Drug Type.* You can filter the report to show only *Active* drugs, *Formulary* drugs, *Generic* drugs, or some combination that includes or excludes these types of medication.
Drug Profile Detail	The Drug Profile Detail report shows all of the scripts that were filled for a specific drug <u>or doctor.</u> If you are reporting on drugs prescribed by a particular doctor, you can choose a list of DEA Schedules to include in the report. You can also filter by a particular NDC or GPI number.
Drug Usage	This report allows you to view the usage of all drugs within a selected time frame. Your default location should be selected automatically.
Extended Script Journal	This report offers more detailed information than is shown in the <u>Script Journal</u>. The Extended Script Journal shows DEA schedules, the initials of the pharmacist/tech, the doctor who authorized the script, and more.
Fill by Patient	You can use this report to view all of the fills in a chosen date range. The fills are arranged by patient. If necessary, you

	can narrow the results to a specific Drug Type.
Fill Profit	This report shows price and profit information for all scripts in a selected date range.
Fill Signature Log	This report records signatures that were given by patients on the signature pad. You can select a specific patient and/or choose a date range.
Hold Script Journal	With this report, you can choose a time frame and view any scripts that have been placed on Hold during that time.
Insurance Billing	This report can be used to send script data to an insurance provider to facilitate claims processing.
Patient Count	The Patient Count report gives a record of individual days and the total number of patients whose scripts were filled on those days.
Patient Profile	The Patient Profile report allows you to show a patient's history with the pharmacy. You can select a patient and then choose a *Start* and *Stop Date.*
Patient Receipt	This report allows you to print a list of a patient's scripts for the patient to sign. This signed receipt shows that the patient has received his or her medication.
Pharmacy Incident	This report shows incidents that occurred within your pharmacy. It can be run by the Pharmacist on a daily basis to meet EPCS requirements.
Pickup Charges	This report shows items that have been picked up. You can filter the report by **pickup date.** Just enter a date range by choosing a *Start* and *Stop* date. You can also filter by *Patient* and choose a specific *Charge Type* ("Drugs," "Misc Items," or "All").
Pseudoephedine Sales Log	You can use the Pseudoephedrine Sales Log to look at the PSE that has been sold to a particular patient.
Purchase Order	With this report, you can view any Purchase Orders that have been generated.
Revenue and Profit Summary	This report shows your pharmacy's revenue and profit for a selected time frame.

<u>Rx Order</u>	This report allows you to view order information.
<u>Script Journal</u>	The Script Journal summarizes the list of prescriptions within a given date range.
Script Journal Summary	The Script Journal Summary is organized by payer.
Script Reconciliation Due	The *Script Reconciliation Due* report lists all scripts with pending amounts from insurance providers.
Scripts by Insurance	This report shows a list of scripts that were filled in a specific pharmacy and submitted to a particular insurance provider.
Transfer In	This report shows a list of scripts that have been transferred into your chosen pharmacy.
Transfer Out	This report shows a list of scripts that have been transferred from your pharmacy to another location.

Sample reports:

Script Journal

Script Journal

Fills from 5/1/2017 to 5/1/2017

Including Private Pay

Fill Date	Rx# Fill / Total	Primary Third Party Rph / Tech	Patient Name Doctor Name	DEA	Drug NDC	Manufacturer	Qty Price	U/C Acq Cost
5/1/2017	3311 0 / 4	Ill-Fated NoCare kal /	molly, fred E, Melissa	0	Adult Aspirin EC Low Strength 81 MG TBEC 9999-99999-99	MED SHOPPE	3.00 $10.06	$10.06 $0.00
5/1/2017	3312 0 / 5	Private Pay cb / cb	Hosoi, Jennifer Bonebrake, Albert James	0	Cimetidine 200 200 MG TABS 00363-0022-39	WALGREENS	30.00 $10.00	$10.00 $0.00
5/1/2017	3304 0 / 2	BCBS - Colorado kal /	Holden, Pigsney Treadwell, Harvey	0	Driminate 50 MG TABS 00904-2051-12	MAJOR	34.00 $7.00	$14.25 $0.00
5/1/2017	3305 0 / 3	BCBS - Colorado kal /	Holden, Pigsney Treadwell, Harvey	0	D-Feda II 60-600 MG TB12 56784556544		12.00 $0.27	$10.00 $0.00
5/1/2017	3306 0 / 1	BCBS - Colorado kal /	Holden, Pigsney Treadwell, Harvey	0	Warfarin Sodium 5 MG TABS 00378-8805-01	MYLAN	23.00 $1.76	$1,560.89 $460.00
5/1/2017	3307 0 / 2	BCBS - Colorado kal /	Holden, Pigsney Treadwell, Harvey	3	Gabapentin 100 MG CAPS 00143-9992-01	WEST-WARD	34.00 $1.22	$28.09 $30.60
5/1/2017	3308 0 / 0	BCBS - Colorado kal /	Holden, Pigsney Treadwell, Harvey	0	Abilify 20 MG TABS 07874203209	STAT RX US	1.00 $1.22	$10.83 $0.33
5/1/2017	3309 0 / 2	BCBS - Colorado kal /	Holden, Pigsney Treadwell, Harvey	3	Gabapentin 100 MG CAPS 00143-9992-01	WEST-WARD	23.00 $0.30	$15.00 $20.70
5/1/2017	3310 0 / 1	PCS kal /	bloom, miles A Treadwell, Harvey	0	Famciclovir 125 MG TABS 00054-0196-13	ROXANE	23.00 $1.22	$156.98 $57.50
5/1/2017	3313 0 / 1	Private Pay rex / rex	Bloom, Brooklyn Larson, Randy	0	Biaxin 250 MG/5ML SUSR 54569-3897-00	ASMEDSOLUT	30.00 $10.00	$10.00 $0.00

| **10 Scripts** | | | | | | **Totals** | **213.00**
$43.05 | **$1,826.10**
$569.13 |

Verified by cb: _____ Date: _____

Verified by kal: _____ Date: _____

Verified by rex: _____ Date: _____

Drug Profile by Provider

Drug Profile - Detailed Report

Fills from 4/1/2017 to 5/4/2017

Drug Name	NDC	DEA	Patient	Doctor	RX #	Refill	Fill Date	Quantity	Patient Due	Insurance Due
Cimetidine 400 MG TABS	00093820401	0	larson, randy	Welby, M	3227	0 / 4	4/11/2017	30.00	$23.50	$0.00
HumaLOG KwikPen 100 UNIT/ML SOPN	00002879959	0	Grace, John	Welby, M	3228	0 / 1	4/11/2017	10.00	$210.00	$0.00
Apthous Mouth Rinse 1	99999999999	0	Jones, Alan	Welby, M	3242	0 / 2	4/18/2017	10.00	$110.00	$0.00
Amoxicillin 250 MG CAPS	00093310701	0	Newhart, Robert	Welby, M	3256	0 / 1	4/24/2017	20.00	$18.00	$0.00
Zilactin 10 % GEL	99999999999	0	Newhart, Robert	Welby, M	3254	0 / 1	4/24/2017	20.00	$15.63	$0.00
Metoprolol Tartrate 50 MG TABS	00093073301	0	jones, presley	Welby, M	3272	0 / 2	4/25/2017	30.00	$11.20	$0.00
Abilify 15 MG TABS	59148000913	0	Shocker V, Ben	Welby, M	3292	0 / 3	4/27/2017	30.00	$930.00	$0.00
Zocor 20 MG TABS	00006074054	0	Shocker III, Ben	Welby, M	3289	0 / 2	4/27/2017	30.00	$246.67	$0.00
8 Records Printed							**Totals:**	**180.00**	**$1,565.00**	**$0.00**

Drug Profile by medication

Drug Profile - Detailed Report

Fills from 4/1/2017 to 5/4/2017

PARoxetine HCl 10 MG TABS

Drug Name	NDC	DEA	Patient	Doctor	RX #	Refill	Fill Date	Quantity	Patient Due	Insurance Due
PARoxetine HCl 10 MG TABS	00093711498	0	Newhart, Robert	Chase, B	3253	0 / 3	4/24/2017	30.00	$115.50	$0.00
PARoxetine HCl 10 MG TABS	00093711498	0	Smith, Zenith	K.C., B	3269	0 / 2	4/25/2017	30.00	$115.50	$0.00
2 Records Printed							**Totals:**	**60.00**	**$231.00**	**$0.00**

Revenue and Profit Summary
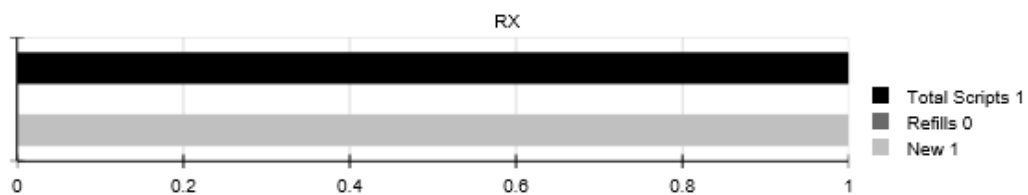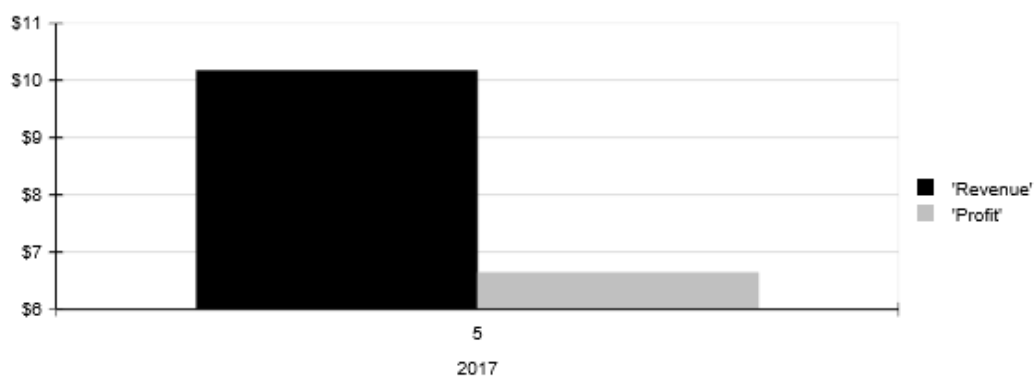
Fill Profit Report

Fill Profit Report

Fills from 5/1/2017 to 5/4/2017

RX #	Refill #	Drug	Acq Cost	Price	Profit	Profit Margin
3304	0	Driminate 50 MG TABS	$0.00	$7.00	$7.00	100 %
3305	0	D-Feda II 60-600 MG TB12	$0.00	$0.27	$0.27	100 %
3306	0	Warfarin Sodium 5 MG TABS	$460.00	$1.76	($458.24)	-26,036 %
3307	0	Gabapentin 100 MG CAPS	$30.60	$1.22	($29.38)	-2,408 %
3308	0	Abilify 20 MG TABS	$0.33	$1.22	$0.89	73 %
3309	0	Gabapentin 100 MG CAPS	$20.70	$0.30	($20.40)	-6,800 %
3310	0	Famciclovir 125 MG TABS	$57.50	$1.22	($56.28)	-4,613 %
3311	0	Adult Aspirin EC Low Strength 81 MG TBEC	$0.00	$10.06	$10.06	100 %
3312	0	Cimetidine 200 200 MG TABS	$0.00	$10.00	$10.00	100 %
3313	0	Biaxin 250 MG/5ML SUSR	$0.00	$10.00	$10.00	100 %
3314	0	Baciguent 500 UNIT/GM OINT	$0.00	$0.96	$0.96	100 %
3315	0	Warfarin Sodium 5 MG TABS	$600.00	$2,032.90	$1,432.90	70 %
3316	0	Amoxapine 100 MG TABS	$30.00	$1.22	($28.78)	-2,359 %
3317	0	Venlafaxine HCl 75 MG TABS	$0.00	$0.68	$0.68	100 %
3319	0	A+D First Aid OINT	$3.53	$10.17	$6.64	65 %
Totals	**15**		**$1,202.66**	**$2,088.98**	**$886.32**	**42 %**

Narrative statement: History of Kalos

Kalos was founded in 1940 under the name State Typewriter Co. It started as a typewriter, and adding machine company.   As the company changed from selling typewriters to computers, copiers and fax equipment the name was changed to State Office Systems, Inc. In October 1998 the copier and fax divisions were sold to Pitney Bowes. At that time the company name was changed to Kalos, Inc.

Kalos today has a department for pharmacy software and one for business forms consulting.

The company headquarters is located in a 11,000 square foot office in Topeka, Kansas. The company employs 33 people.

Kalos has been providing software to pharmacies for over 25 years. This is the only software product the company markets. We do our own programming, using C#, C++, Javascript, HTML5. We provide the latest and best in pharmacy software, and one area in which we specialize is interfaced software. We have written interfaces to transfer data between Pro-Pharm One and other software applications.

We specialize in correctional pharmacy systems and student health clinic/community clinic pharmacies. Many features have been placed in our pharmacy software to meet the unique needs of the student health clinic setting.   University health clinic pharmacies throughout the United State are currently using our pharmacy management software system.

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

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

    Years___29___ Months_____

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
UNLV	21 years	Las Vegas, NV	Anne Hartig / 702-895-0278
New Mexico State	17 years	Las Cruces, NM	John Landrum / 575-646-8302
University of Rhode Island	8 years	Kingston, RI	Ray Ciarleglio / 401-874-4775
Texas A&M	20 years	College Station, TX	Kevin Randolph / 979-458-8/292
University of Oregon	1.5 years	Eugene, OR	Greg Wendland / 541-346-4454

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

    Kalos, Inc.   3518 SE 21st Street Suite B Topeka, KS 66607   800-264-0068

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

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

Offeror Name: _Kalos, Inc._____ **Preparer Name:** _Jim Springer, Jr._____

Date:__05/08/2017_____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No__X___
  If yes, certification number: _____ Certification date:_____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No__X___
  If yes, certification number: _____ Certification date:_____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes____ No__X___
  If yes, certification number: _____ Certification date:_____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_X_____
  If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

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

Procurement Name and Number: _____

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

_05/08/2017_____

_____
Date Form Completed

Offeror / Proposer:
Kalos, Inc.
_____

3518 SE 21st Street Suite B   Topeka, KS 66607
_____

Jim Springer 785-232-3606
_____

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

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VASCUPP

Kalos, Inc. has no sales with any VASCUPP member in the last twelve months.

Pricing Schedule

Applies to both – windows and browser version of Pro-Pharm One.

One time expenses:

1. Pro-Pharm One software license with
    Medicat interface $ 7,500.00
          (**Note**: you will need Medicat side of interface)

2. Parata Interface $ 2,500.00

2. On Site training/assistance $ 1,800.00 per day
      (recommend 3-4 days for Pro-Pharm)

4. Bar Code scanners: (**optional item**)
      Symbol LS 9208 laser scanner with USB connector $ 350.00 each
      (can be purchased from University source)

5. Electronic signature pad (**optional item – windows verson**) $ 515.00 each

6. IVR system interface (**optional item**) $ 1,200.00
      System for talking phone requests. We work with
      three companies:
      Voice-Tech, Inc. Venice, FL
         www.voicetechinc.com   941-486-0150
      ateb, Inc.   Raliegh, NC
         www.ateb.com   919-872-1275
      Telemanager Technologies Newark, NJ
         www.telemanager.com   973-679-7500
      (You would need to purchase their software and equipment)

7. Fujitsu fi-5120C (**optional item to scan paper prescriptions**)
              (Can purchase through university source.)

POS module software license (optional item with windows version) $ 2,800.00

Monthly recurring expenses

1. Pro-Pharm One software maintenance $ 150.00
         This includes phone support of product and
         Standard updates when released. (On occasion
         There might be a fee applied for software updates
         In the case of file changes that required Kalos
         Staff time to assist in the update.)

2. Subscription to Wolters Kluwer (MediSpan) knowledge
         base files for interaction checking and Spanish
         monographs. $ 168.00

3. Interface program to Medicat system $ 50.00

4. Parata Interface $ 60.00

5. Warning label symbols/text $ 30.00

6. IVR interface (only if IVR interface purchased) $ 25.00

7. POS software maintenance (only if IVR interface purchased) $ 82.00

8. Pick-up text message: based upon number of
         Messages sent each month:
                a. 0 – 300 texts $20
                b. 301-1000 $50
                c. 1001-2000 $75
                d. 2001-3000 $100

9. To provide Pro-Pharm One clients with efficient and timely support, we have chosen SecureLink™ Virtual Support Network by Enexity as our preferred remote support platform. This product is provided free of charge to you. If another means of connection and support are desired, a monthly fee of $100 will be added to the annual billing.

Pro-Pharm One windows -

<u>Hardware needed</u>: Most universities will purchase these items through their IT source. The current servers and workstations being used might work with Pro-Pharm One if they meet the following specs.

1. Pharmacy server: (this can be a virtual computer if desired). The computer must have this as a minimum:

    <u>Windows 2012 R2 with SQL 2012 or 2014 64 bit server OR</u>
    <u>Windows 2016 server with SQL 2016 64 bit server</u>
    CPU – Dual core
    16GB of RAM
    2TB Disk drive, (or bigger and faster)
    DVD-RW
    17" or 19" LCD Panel monitor (resolutions must be 1024 x 1080)
    Keyboard
    Mouse
    100 mps Ethernet card
    *Note: the server will need a connection to the internet for support and 3rd party claim
     submission

2. Pharmacy workstation: Current workstations might meet these specs:
    CPU – P4 3 Ghz
    2GB of RAM
    80GB Disk drive
    CD-Rom
    19" Monitor or 17" LCD flat Panel monitor (resolutions must be 1024 x 1080)
    Keyboard
    Mouse
    100 mps Ethernet card
    Windows 8 or 7

3. Optional item: Bar code scanner(s): Symbol LS 2208 or LS9208

4. Optional item: Scanner for paper prescriptions, driver's license: Fujitsu fi-5120C

Printer options: Just about any printer which has Windows drivers.
   For laser printers Lexmark, HP or Xerox. Most customers have a second drawer which will hold 500 sheets of paper on the laser. This allows both labels and plain paper to be available for printing at the same time. Pro-Pharm One will select paper out of the appropriate drawer.

All computers must access internet connection for 3rd party claims submission.

The equipment for the POS would be a PC with the following items. Many of the customers use the Dell OptiPlex systems with the small chassis. They could be purchased from a source of your choice.

Receipt/check printer:	
Epson U675P printer with EPS-PS180 power supply	$ 625.00 each
Cash Drawer: Logic Controls CR3000E	$ 150.00 each
Pole Display Kit: Epson DM-D110,DP505	$ 190.00 each
Card Swipe: IDT-3331-33UB	$ 110.00 each

Pro-Pharm One Plus – browser based version

Hardware needed: Most universities will purchase these items through their IT source. The current servers and workstations being used might work with Pro-Pharm One if they meet the following specs.

1. Servers: You will need one (1) database server and (1) web server which can be 'real' or virtual.
   Database server: running Windows Server 2012 R2 and SQL Server 2014
   This will need 16GB RAM and 2TB storage.
   Web server is needed (could possibly be on the same virtual server as SQL). This server needs to run IIS 7.5 and Windows 2012 R2. It needs 16GB RAM and 500GB for virtual or 2TB if 'real'. The Pro-Pharm One web software would reside on the Web Server.
2. Need a wireless access point for tablet connections.
3. Pharmacy printing is done through a printing service. That service will reside on the app server which requires all pharmacy printers to be setup on said server.
4. Workstations –
   a. Can use Windows 7, 8 or 10 monitors must have a resolution of at least 1920 x 1080. (Would 'like' touch screens, not required).
   b Use either Chrome or Microsoft Edge.
   c For student signature capture – a touch tablet pc with (1920 x 1080 resolution) running Windows 8 or 10.

   d Use a webcam (preferably the IPEVO Point 2 View).

A wireless router would be nice but not required.

Printer options: Just about any printer which has Windows drivers.
   For laser printers Lexmark, HP or Xerox. Most customers have a second drawer which will hold 500 sheets of paper on the laser. This allows both labels and plain paper to be available for printing at the same time. Pro-Pharm One will select paper out of the appropriate drawer.

All computers must access internet connection for 3rd party claims submission.

May 12, 2017

ADDENDUM NO. TWO

TO ALL OFFERORS:

REFERENCE:	Request for Proposal No:	**RFP# MLO-946**
	Dated:	**April 12, 2017**
	Commodity:	**Pharmacy Operations System**
	RFP Closing On:	**May 24, 2017 at 2:00 p.m.** (*Eastern*)
		~~**May 16, 2017 at 2:00 p.m.** (*Eastern*)~~

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

1. **The closing date and time has been extended to <u>May 24, 2017 at 2:00 p.m.</u>**

2. <u>QUESTION:</u>   Can you provide a drawing of the pharmacy layout either in PDF or CAD format?

   <u>ANSWER:</u>   **See attached document.**

3. <u>QUESTION:</u>   Are there any additional staff working in the pharmacy other than the pharmacist and the tech (i.e. a clerk for pick-up, etc.)?

   <u>ANSWER:</u>   **Beginning in August, 2017, the pharmacy will have a clerk working 1:00 p.m. - 4:30 p.m. each afternoon along with the pharmacist and pharmacy technician.**

4. <u>QUESTION:</u>   What point of sale (POS) system is currently in use?

   <u>ANSWER:</u>   **The pharmacy currently uses the accounting module in Medicat.**

5. <u>QUESTION:</u>   Please provide more details regarding the statement: "JMU is interested in developing a strategic relationship with the successful vendor. Provide information regarding ideas on how such a relationship can prove mutually beneficial." What other goals do you have that aren't listed in the RFP?

   <u>ANSWER:</u>   **There are no other goals for the solicitation. The University is open to any ideas in developing a strategic relationship with the awarded offeror.**

6. <u>QUESTION:</u>   How is the current Datamax-O'Neil Workstation label printer currently utilized?

   <u>ANSWER:</u>   **It is used to make labels for prescriptions that are brought into the pharmacy from medical providers outside of the Health Center or for refill labels on birth control pills.**

7. <u>QUESTION:</u>   What are the hours and days of operation for the pharmacy? Is the pharmacy open year round?

   <u>ANSWER:</u>   **M-W-F, 8:00 a.m. – 4:30 p.m., Tues – Thurs, 9:00 a.m. – 4:30 p.m. The pharmacy is closed when the University is closed. In the summer there are limited hours to comply with Virginia pharmacy law requirements.**
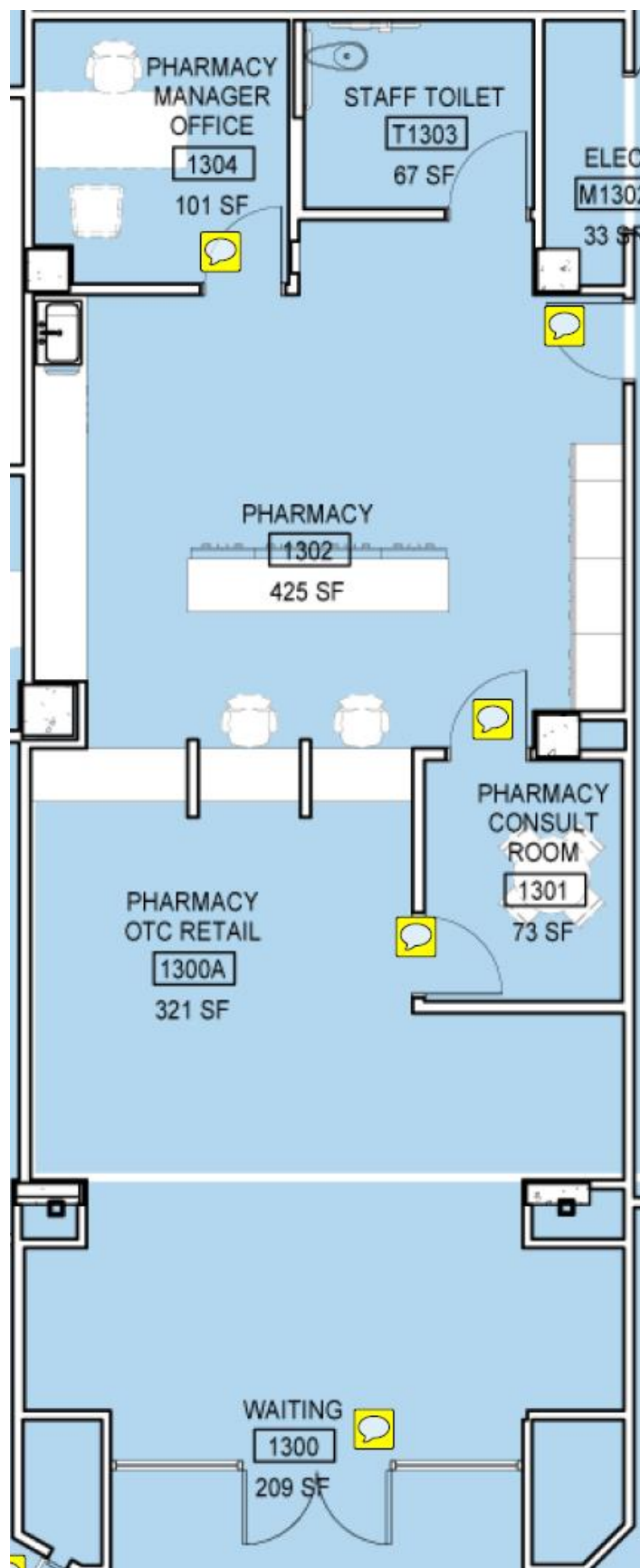
8. QUESTION: Does the pharmacy now have an IVR (Interactive Voice Response) system? If so, which one? If not, is one desired?

    ANSWER: **No, the pharmacy does not have an IVR and there are no current plans to add/install one.**

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

Sincerely,

Matasha Owens, MPA, VCO, CUPO
Buyer Senior

PHARMACY
MANAGER
OFFICE
1304
101 SF

STAFF TOILET
T1303
67 SF

ELEC
M1302
33 SF

PHARMACY
1302
425 SF

PHARMACY
CONSULT
ROOM
1301
73 SF

PHARMACY
OTC RETAIL
1300A
321 SF

WAITING
1300
209 SF

April 27, 2017

ADDENDUM NO. ONE

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# MLO-946**
                    Dated: **April 12, 2017**
                    Commodity: **Pharmacy Operations System**
                    RFP Closing On: **May 16, 2017 at 2:00 p.m.** *(Eastern)*

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

1. <u>QUESTION:</u>   Who will access the system and how many users do you expect?

   <u>ANSWER:</u>   **The University anticipates there will be 3 – 4 pharmacy employees accessing the system.**

2. <u>QUESTION:</u>   Do you expect any additional related procurements and if so, what for? How and when will those vendors be selected?

   <u>ANSWER:</u>   **The University does not expect any additional related procurements at this time.**

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

                                        Sincerely,

                                        Matasha Owens, MPA, VCO, CUPO
                                        Buyer Senior
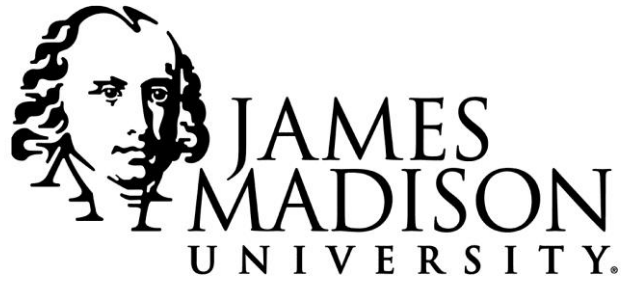
Request for Proposal

RFP # MLO-946

Pharmacy Operations System

April 12, 2017

REQUEST FOR PROPOSAL
RFP # MLO-946

Issue Date: **April 12, 2017**

Title: **Pharmacy Operations System**

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

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

Sealed Proposals Will Be Received Until 2:00 p.m. on May 16, 2017 For Furnishing The Services Described Herein.

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

All Inquiries for Information and Clarification Should Be Directed To: Matasha Owens, MPA, VCO, CUPO, Buyer Senior, Procurement Services, owensml@jmu.edu, 540/568-3137, (Fax) 540/568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED

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

Name and Address of Firm:

By:_____
                   (Signature in Ink)

Name:_____
                   (Please Print)

Title:_____

Date: _____

Phone:_____

Web Address: _____

Fax #:_____

Email:_____

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

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

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

REQUEST FOR PROPOSAL

RFP # MLO-946

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A. Offeror Data Sheet

B. SWaM Utilization Plan

C. Sample of Standard Contract

I.   PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide a Pharmacy Operations System for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for nine (9) additional one-year periods.

II.   BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 20,000 students. The University has approximately 2,800 full-time and 900 part-time faculty and staff. Further information about the University can be found at the following website: www.jmu.edu.

The James Madison University Health Center (UHC) is a Primary Care medical practice that averages about 30,000 patient interactions annually. The clinic is staffed by physicians, nurse practitioners, physician assistants, registered nurses, a pharmacist, a pharmacy technician, a laboratory technician, and medical assistants. The pharmacy is a critical component of the UHC and provides both prescription and over-the-counter (OTC) medications. The volume of pharmacy products has steadily increased from 5,700 items in the 2014-2015 academic year to 7,362 items in the 2015-2016 academic year. This growth is reflected financially with a 63% increase in gross income for calendar year 2016 compared to calendar year 2015.

The UHC Pharmacy is currently using the following:

- Medicat Integrated Health Management System, version 10.0.7, 2016 winter update ("Medicat System")
- Parata Mini, model # 901-0057, serial # 04-0914-10702, data version 3.7.9
- Datamax-O'Neil Workstation label printer

The Medicat System does not currently integrate with the Parata Mini or the Datamax label printer.

III.   SMALL, WOMAN-OWNED AND MINORITY (SWAM) PARTICIPATION

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

IV.   STATEMENT OF NEEDS

James Madison University is seeking a Pharmacy Operations System that will enable the University Health Center Pharmacy to accurately fill prescriptions, maintain accurate inventory, as well as provide mandatory and necessary records and reporting for the successful operation of the Pharmacy. The Contractor 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 installation. For this project, the University is not interested in a custom developed software. Describe in detail the manner in which each item is addressed by the system.

A. Application Functionality:

1. Describe the system's ability to integrate with the current Medicat System.

2. Describe how the system will maintain complete and accurate patient drug history. Include how long these histories will be available, the capacity of the storage system, and how records may be deleted from the system.

3. Describe the system's ability to evaluate and notify the medical provider of allergy concerns, drug-drug interactions, and disease-state interactions when completing a medication prescription in the Medicat System.

4. Describe how the system will provide regular automatic updates for drug-drug and disease interaction as well as medication files on a regular basis.

5. Describe how the system's interface with the Medicat System will allow for electronic prescribing (*e-prescribing*).

6. Describe how the system will allow e-prescribing from physicians outside of the UHC.

7. Describe the system's ability to integrate with the existing Datamax label printer to print prescription labels and drug counseling hand out sheets with each prescription.

8. Describe the system's ability to separate and track all prescription medications based on their Drug Enforcement Administration (DEA) schedule.

9. Describe the system's ability to integrate with the Medicat System to maintain inventory and compile a suggested order for replenishment for prescription and OTC items.

10. Describe the system's ability to interface with the Parata Mini drug dispensing equipment.

11. Describe the system's accounting capabilities including the ability to integrate with the Medicat System's accounting module.

12. Describe the system's ability to act as a point of sale inventory management system including barcode scanning.

13. Describe the system's ability to assist with processing insurance claims related to prescription medications.

B. Application Technology:

1. Describe the application security features for data, for each module, and for the system. Describe all row-level security options as well as any field-level encryption available.

2. Describe any transactions or functions that are not done on a real-time basis and list batch jobs required for this function.

3. Define what *modifiable*, *customizable* and *configurable* mean for your application.

4. Describe the tools and expertise that university technical staff would use to support, troubleshoot, configure or customize the application.

5. Describe other customizations available and associated cost (*i.e., hourly and fixed fee*). Describe how configuration and customization will affect future releases of software.

6. Describe workflow functionality included with the application and provide a list of any function for which workflow is already built and delivered.

7. Describe how JMU's e-mail systems would be incorporated with your system's operation. (*Faculty/Staff – on premise Exchange and students – Office365*).

    a. Describe third party e-mailing, if this functionality is part of your solution.

    b. State what messaging service is utilized by your system.

    c. Describe details of how messages look (*from, etc.*).

C. <u>Reporting:</u>

1. Describe application approach/strategy for reporting including the approach to ad-hoc reporting for power users as well as the occasional user.

2. Describe all reporting tools supported and how they integrate with the product. State if application licensing include any of the products.

3. Provide a list of all reports delivered as part of the base product including a short description of each (*i.e. drug and prescriber usage reports*). Include a sample of several reports for review.

4. Describe reporting output formats available.

5. Describe the types of reporting that would typically require Information Technology staff support.

D. <u>Services:</u>

1. Describe your training options and include a catalog of training offerings and their associated costs. Response should include differentiation between technical staff and end-user training.

2. Describe services available from your company and/or partners including pricing information that may be included in the final contract. Describe any services offered that are not included in the base product.

3. Describe the support options available including on-going support of the application. Describe what portions of support to be performed by IT, the customer versus the vendor.

4. If support is provided to end-users directly as part of your services, provide the SLA under which you would operate.

E. <u>General:</u>

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

2. Describe your approach to test and production environments including licensing requirements and any additional costs.

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

4. Describe the Help system(s) and how it can be modified.

5. Describe your relationship with the vendor(s) of any third-party tools (*i.e. reporting tools, application server and DBMS vendors, etc.)* included in this proposal including licensing, costs, support for the product(s), and versions *(e.g. full or modified).*

6. JMU is interested in developing a strategic relationship with the successful vendor. Provide information regarding ideas on how such a relationship can prove mutually beneficial.

7. Describe active user groups and how they function.

8. Describe licensing. If licensing is based on number of users, describe the models used to obtain numbers both for current and future usage.

F. Technical:

1. Architecture: Provide a detailed diagram of the architecture/technical environment proposed for the system. Describe each component, the software running on it, and its purpose. List all communications between components including the protocols, ports, direction, third parties, and whether the communications are encrypted.

2. Describe the toolset from which your application is derived.

3. Describe the client operating system and browser requirements for your toolset. List any additional client-side software required for development/management of your toolset.

4. Describe any changes to default browser or client security settings.

5. Describe any functionality loss, installation or upgrade problems, or other difficulties if client applications are run using a standard client user account (*non-administrator*).

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

7. Describe your approach to staying current with versions of software utilized by your product.

8. Provide the support lifecycle for your proposed solution. Provide a roadmap for both the functionality and the technology of your solution.

9. Describe support for real-time access to data through a method other than the application.

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

11. Describe support for inclusion of your application as part of the PeopleSoft application portal. Describe any pagelets available and how that integration would occur. Describe support for

delegating authentication for the pagelet Oracle Access Manager Single Sign and/or PeopleSoft single-sign-on. Describe support for other single-sign-on technologies.

12. Describe your product's support for Web Services/Service Oriented Architecture based standards such as JSR 168 Portlet development standard, and JSR 172 Web Services Interoperability Standard.

13. Describe the ability for your product to create consumable web standards-based content *(such as RSS feeds, hcard, ical, and other microformat specifications)* and the ability to pull XML based content from your system and any APIs supporting the delivery of such data/content.

G. Security:

1. Describe any communications that are not cryptographically protected (*e.g. non-https, non-ldaps, non-ftps*).

2. Describe all authentication and authorization processes and options both end-user and among component interfaces. Include interoperability with external authentication and authorization sources (*e.g. directories, federations, SSO, two-factor authentication*). Include all pertinent documentation describing interfaces and configuration options.

3. Describe how and where any sensitive data (*e.g. credit card, financial, authentication credentials, cryptographic keys, SSN, FERPA, HIPAA or other legally regulated data*), is **stored** on clients, servers, and participating external devices. Describe how the data is protected (*e.g. cryptographic algorithms, key size and handling*).

4. Describe the ability to audit and monitor the solution. Describe all logging mechanisms and associated formats (*e.g. ascii log file, windows event log, database*). Describe abilities to export log and audit data to external systems and/or be fetched from them (*e.g. syslog, SIEM, OS/application/network monitoring systems*). Describe the effects of auditing and logging on a production implementation. State if the proposed system is sized for full audit capability. Describe elements captured with the audit/logging process.

5. Describe your software development practices as they pertain to security (*e.g. internal/external code reviews, application scanning, penetration testing*) and whether test results will be made available to JMU.

6. If applicable, provide up to date, signed documentation that the offered solution and involved partners are compliant with all PCI-DSS and PA-DSS requirements.   Provide documentation of your most current PCI system scan and the signature page from your Record of Compliance (ROC) or Attestation of Compliance (AOC).

H. Maintenance and Support:

Because consistency and stability of the operating environment and rapid correction of system failures are critical to James Madison University, major consideration will be given to the amount and extent of hardware and software maintenance coverage and to the quality of maintenance.

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

2. Describe capabilities for remote support and indicate what access to accounts and systems is required. Describe the locations from which this activity would take place.

3. Describe any maintenance options/tiers and whether they vary in cost by time of day, response time, etc.

4. Describe services that may be required in the normal course of operating the system that are not covered under the maintenance contract.

5. Describe the procedures for obtaining services for all types of maintenance *(e.g. installation of corrective code, enhancements, applicable "escalation" procedures for providing additional assistance in diagnosing a failure that is not resolved in a timely manner to include notification procedures and timing as well as what higher levels of assistance will be made available.).*

6. Describe if and how your product impacts our ability to apply security updates in a timely manner *(e.g. Windows, Linux, Java, Oracle, MS Office, Web server).* Timely is defined as no later than 30 days from the time of vendor release.

7. Describe the system enhancements in development that are scheduled for release in the next twelve months.

8. Describe all responsibilities of both the contractor and James Madison University in the isolation and diagnosis of system failures.

I. On-premise Application (*if there is no on-premise option, do not complete*):

1. Describe hardware and software requirements for the proposed system(s) along with any sizing assumptions made to arrive at those requirements.

2. Describe supported server OS, hardware and/or virtualized platforms. If virtualization is supported, state virtualization technologies that are supported including what components can be virtualized.

3. Describe support for load balancing and system failover including any and all vendor specific preferences. Also include any vendor specific configuration guides.

4. Describe how scalability is accomplished as the criticality of the system(s) and number of users increase.

5. Describe the system capabilities and options for the backup and restoration of the system components (*example: database*).

J. Hosted Applications (*if there is no hosted option, do not complete*):

The University occasionally explores opportunities for hosting applications external to the University. If hosting is an option for this project, then complete the following section. If hosting is not an option, there is no requirement to respond.

1. Provide a list of service outage incidents, security breaches, and application security vulnerabilities fixed over the past year.

2. Provide a description and evidence of the security used in your facilities to assure the confidentiality, integrity, and availability of JMU data and services. Include:

   a. Employee and partner vetting processes.

b. Physical, network, and system access controls

c. Process to apply security updates in a timely manner.

d. Internal/external vulnerability testing including network scanning, penetration testing, web application testing, code review, audits, and which, if any will be made available to JMU.

3. Ongoing attack and integrity monitoring methods: Provide your policy and process for notifying JMU of security breaches in your environment.

4. Describe the architecture of the proposed solution indicating where and how JMU will either share resources with other customers or be isolated from them.

5. Describe your approach and policy regarding ownership of customer data that resides in your data center. Describe customer rights and abilities regarding moving and copying.

6. Describe vendor and partner practices related to moving and copying data.

7. Describe where services and data storage are located geographically.

8. Describe any exit strategies you offer.

9. Describe your approach to backups and disaster recovery. Indicate whether backups can be stored at JMU and if so, how it would be accomplished.

K. Privacy:

1. Provide your privacy statement and that of any partners involved in providing your proposed solution.

2. Describe any user and/or activity information collected automatically or directly through inquiry or consent forms sent directly to you or other parties outside of the application system, whether the information collected is personally identifiable, for what purpose(s) it is collected and how long it is retained.

3. Describe the specific means used to collect such information *(via cookies, web bugs, etc.).*

4. Describe how information is stored and kept secure.

5. Specify whether you share the user and/or activity information with other parties. If information is shared with other parties, identify specifically who these parties are and respond to Items a. through c. for each.

a. Identify the type/specific information being shared with a third party or collected directly by them about your offering, whether the information collected is personally identifiable, how/for what purpose(s) it is collected and how long it is retained.

b. Describe the specific means used to collect such information *(via forms, cookies, web bugs, etc.)*

c. Describe how this information is stored and kept secure.

6. Specify whether your offering includes ingesting or connecting to personally identifiable transactions or other records from third parties. If so, please respond to a. through c. below:

   a. Identify the type/specific information being collected/ingested through a third party or collected directly by them in connection with your offering, whether the information collected is personally identifiable, how/for what purpose(s) it is collected and how long it is retained.

   b. Describe the specific means used to collect such information (via forms, cookies, web bugs, etc.).

   c. Describe how this information is stored and kept secure.

V. PROPOSAL PREPARATION AND SUBMISSION

A. <u>GENERAL INSTRUCTIONS</u>:

To ensure timely and adequate consideration of your proposal, <u>offerors are to limit all contact</u>, whether verbal or written, pertaining to this RFP <u>to the James Madison University Procurement Office</u> 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** <u>and</u> **six (6) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.

   b. **One (1) electronic copy in WORD format or searchable PDF** *(CD or flash drive)* of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.

   c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and 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 any 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 modifications 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 should 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 submits 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 acknowledgments, 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 limited to the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

4. Offeror Data Sheet, included as _Attachment A_ to this RFP.

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

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

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

VI.   EVALUATION and AWARD CRITERIA

A. EVALUATION CRITERIA:

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

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

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

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

4. Participation of Small, Women-Owned and Minority (SWAM) Businesses

5. Cost

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

B. <u>AWARD</u>: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth 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 *(Revised 8/18/15 ABS)*

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

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

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

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

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

   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational

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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. <u>ETHICS IN PUBLIC CONTRACTING</u>: 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. <u>IMMIGRATION REFORM AND CONTROL ACT OF 1986</u>: 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. <u>DEBARMENT STATUS</u>: 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. <u>ANTITRUST</u>: 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. <u>MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs</u>: 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. <u>CLARIFICATION OF TERMS</u>: 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. <u>PAYMENT</u>:

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 subcontractor(s), 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 payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

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

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

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

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

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

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

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

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

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

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

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

P. <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 $50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

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

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

T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

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

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

a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
  (i) Department of Small Business and Supplier Diversity (SBSD)-certified Small Businesses: 1%, capped at $500 per order.
  (ii) Businesses that are not Department of Small Business and Supplier Diversity (SBSD)-certified Small Businesses: 1%, capped at $1,500 per order.

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

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

VIII.   SPECIAL TERMS AND CONDITIONS

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

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

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

Name of Offeror	Due Date	Time
Street or Box No.	RFP Number	
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/ 568-7936 or 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>ADDITIONAL GOODS AND SERVICES</u>: 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.

L. <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.

M. <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,

N. <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.

O. <u>INDEMNIFICATION:</u> 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.

P. <u>CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:</u> The Contractor assures that information and data obtained as to personal facts and circumstances related to students, faculty, and staff 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*. 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.

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

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

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

T. <u>SOFTWARE UPGRADES:</u> The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.

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

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

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

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

Y. <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.

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

1. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

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

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

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

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

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

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

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

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

IX.   METHOD OF PAYMENT

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

X.   PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs.

Describe the maintenance costs for the first year, and, on the basis of an annually renewable contract, the maintenance costs for each of the following four (4) years.

Specify any associated charge card processing fees, if applicable, to be billed to the University.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

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

    Years_____ Months_____

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #

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

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

ATTACHMENT B

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

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

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____   No_____
   If yes, certification number: _____   Certification date:_____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)?   Yes_____   No_____
   If yes, certification number: _____   Certification date:_____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____   No_____
   If yes, certification number: _____   Certification date:_____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)?   Yes_____   No_____
   If yes, certification number: _____   Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

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

Procurement Name and Number: _____

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

_____
Date Form Completed

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

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:_____