



COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract No. UCPJMU5313

This contract entered into this 31<sup>st</sup> day of October 2018, by **Plante & Moran, PLLC** 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 November 1, 2018 through October 31, 2019 with four (4) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal # MLO-981 dated September 15, 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 October 10, 2017,
  - (e) Addendum No. Two dated October 17, 2017;
- (3) The Contractor's Proposal dated October 30, 2017 and the following negotiated modifications to the Proposal, all of which documents are incorporated herein.
  - (a) Negotiations Summary dated October 3, 2018,
  - (b) Commonwealth of Virginia Agency Contract Form Addendum To Contractor's Form dated July 25, 2018, which shall govern in the event of conflict.

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

CONTRACTOR:

By: \_\_\_\_\_

*Judy Wright*  
(Signature)

Judy Wright  
(Printed Name)

Partner

Title: \_\_\_\_\_

PURCHASING AGENCY:

By: \_\_\_\_\_

*Leah Frank*  
(Signature)

Leah Frank  
(Printed Name)

Title: \_\_\_\_\_

*Procurement Manager*



**RFP # MLO-981, Information Technology Consulting Services  
Negotiation Summary for Plante & Moran, PLLC**

**October 3, 2018**

1. Contractor's pricing schedule for the Purchasing Agency is as follows:
  - a. Onsite Consulting Services: \$240.00 per hour
2. Onsite pricing shall be inclusive of all travel costs and related expenses for projects that incur up to four (4) weeks of full-time onsite engagement.
3. Should travel be required for onsite engagements lasting longer than a four (4) week period, 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>
4. Billable hours shall be for actual work hours on authorized projects/tasks rounded to the quarter hour. Billable hours shall not include travel time.
5. Contractor shall provide detailed invoicing to include project title, number of hours worked onsite and/or offsite, role of individual(s) performing the work, and specific tasks performed.
6. Special Term and Condition O. *Indemnification*, on page 16 of RFP # MLO-981 is hereby deleted and replaced with the following:

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, to the extent 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 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.
7. The Purchasing Agency reserves the right to reject any assigned personnel at any time with or without cause. Contractor shall provide a suitable replacement within a timely manner.
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: James Madison University

CONTRACTOR NAME: PLANTE & MORAN, PLLC

DATE: JULY 25, 2018

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

Matasha Owens

Title

Buyer Senior

Printed Name

MATASHA OWENS

CONTRACTOR by

Judy Wright

Title

PARTNER

Printed Name

JUDY WRIGHT

JUL. 2009

# Make the mark.

James Madison University | November 2, 2017

Information Technology Consulting Services



plante moran | Audit. Tax. Consulting.  
Wealth Management.

# RFP Cover Sheet and Addendums

## **REQUEST FOR PROPOSAL** **RFP # MLO-981**

**Issue Date:** September 15, 2017  
**Title:** Information Technology Consulting Services  
**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 October 19, 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, Buyer Senior, Procurement Services, [owensml@jmu.edu](mailto:owensml@jmu.edu), 540/568-3137, (Fax) 540/568-7936 not later than five (5) 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:

PLANTE & MORAN, PLLC  
27400 NORTHWESTERN HWY  
SOUTHFIELD, MI 48034

By:   
(Signature in Ink)  
Name: JUDY WRIGHT  
(Please Print)  
Title: PARTNER

Date: 10/30/17

Phone: 248-223-3304

Web Address: [plantemoran.com](http://plantemoran.com)

Fax #: 248-603-5953

Email: [judy.wright@plantemoran.com](mailto:judy.wright@plantemoran.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

**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.



October 10, 2017

**ADDENDUM NO. ONE**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# MLO-981**  
Dated: **September 15, 2017**  
Commodity: **Information Technology Consulting Services**  
RFP Closing On: **November 2, 2017 at 2:00 p.m. (Eastern)**  
~~**October 19, 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 November 2, 2017 at 2:00 p.m.**
2. **QUESTION:** Will there be a pre-proposal conference for this RFP?  
**ANSWER:** No.
3. **QUESTION:** Can you please provide a specific scope of work for this RFP?  
**ANSWER:** The University does not have a specific project at this time. The intent of this RFP is to establish a contract(s) that may be utilized by the University as information technology consulting needs arise.
4. **QUESTION:** Since the RFP is not for specific services or a specific project, what will be JMU's process for moving from a list of "pre-qualified consultants" to the development of project scopes and task orders? How will JMU engage the firm(s) who are awarded a contract as a result of this RFP.  
**ANSWER:** JMU IT will contact the firm and describe the project for which the University requires assistance. A statement of work will be requested and additional discussions will occur.
5. **QUESTION:** Reference IV.1.1. *Other Technology & Systems*- Is there a specific technology and systems in which JMU would be seeking additional services for? Can JMU define what it means by "other technology and system?"  
**ANSWER:** The University does not want to limit itself to the technologies that are currently being used, so JMU is simply stating that something in addition to what is described in the RFP may be required.
6. **QUESTION:** Does this RFP include staff augmentation? If so, how many independent IT temporary staff does the University currently have?  
**ANSWER:** The University is open to reviewing proposals for staff augmentation services; however, JMU is not currently seeking this service. The University does not have any IT temporary staff at this time.



7. **QUESTION:** Are there any budget limitations for this project?
- ANSWER:** Budget limitations will depend on the specific project.
8. **QUESTION:** Reference IV.1.1. *Other Technology & Systems*- Is JMU interested in receiving proposals for analytics, data integration, and mobile development?
- ANSWER:** The University is open to receiving proposals for these services.
9. **QUESTION:** Reference IV.1.f. *Cisco Technologies, Infrastructure Support, and Virtualization* – Please clarify if only firms that are exclusive to Cisco Systems can respond to the RFP.
- ANSWER:** JMU utilizes Cisco technologies currently. The University is open to receiving proposals for other services.
10. **QUESTION:** Are security, risk and compliance consulting/assessment services covered under this contract, relative to the technologies listed in the RFP?
- ANSWER:** The University is open to receiving proposals for these services.
11. **QUESTION:** How many permanent IT employees does the University have and will this RFP cover providing those services?
- ANSWER:** JMU currently has over 130 permanent IT employees and does not intend to replace permanent university staff with external resources.
12. **QUESTION:** Is there an incumbent for IT temporary and permanent staffing services for the University?
- ANSWER:** No.
13. **QUESTION:** Would JMU entertain proposals that offered expertise in technologies indirectly supportive of the technologies listed on page 1 of the RFP? For example, software that addresses areas such as mobile and video for future JMU projects (i.e. iOS, Android, Rails, NodeJS)?
- ANSWER:** The University is open to receiving proposals for these services.
14. **QUESTION:** Please provide clarification for desktop management. For example, OS administration/management, application administration/management, user support, etc.
- ANSWER:** JMU has a managed desktop environment that includes management and configuration of the OS image, which includes pre-configured standard applications. In this context, desktop management means all of the above.
15. **QUESTION:** Is there an incumbent for IT consulting services? If so, please list the firm(s) previously on contract with the University.
- ANSWER:** Contracts were previously awarded to the following firms for RFP # MLO-665 dated October 15, 2012 for Information Technology Consulting Services:  
The Computer Solution Company of Virginia, Inc. (TCSC), LumenData, Inc., Advance Digital Systems, Planet Technologies, Dell Marketing LP, and Sycom Technology.



16. QUESTION: Are we able to submit a partial technology response?
- ANSWER: Offerors may submit proposals for one or all of the technology listed in the RFP. Offerors should identify their firm's technology specializations in their proposal.
17. QUESTION: Reference IV.5.h. *NEC Voice an Collaboration Technologies* – Please clarify, in detail, what is meant by "conversion."
- ANSWER: Conversion means everything from analysis, planning and execution of data conversion, to the same for general conversion from one technology to another.
18. QUESTION: Some aspects of the RFP seem to be more service-provider/integrator oriented (i.e. implementation, installation and configuration, conversion, and monitoring, administration, and updates.). As an independent consulting firm, we do not sell or physically implement any products; however, we do provide oversight of such vendor-provided services. Can JMU please explain what it means by these terms and confirm this RFP is for consulting services?
- ANSWER: The service-oriented services are just a portion of what the University is interested in procuring. JMU is also interested in consulting services.
19. QUESTION: Are we correct in our interpretation that there is no guarantee of work resulting from this RFP?
- ANSWER: Yes, there is no guarantee of work from JMU; however, the resulting contract(s) will be cooperative and may be utilized by any public body, cooperative purchasing organizations, public or private health or educational institutions, or any University related foundation and affiliated corporation. See VIII.I. *Cooperative Purchasing/ Use of Agreement by Third Parties* for more information.
20. QUESTION: If a proposal is submitted by a non-SWaM business that is teamed up with a subcontractor that is SWaM certified, will it have the same status as an offer from a SWaM certified business? If not, how will that difference be reflected in the evaluation?
- ANSWER: See VI.A. *Evaluation Criteria* on page 6 of the RFP. Proposals submitted by SWaM certified firms will receive all points allocated to the evaluation criteria designated for SWaM participation. Proposals submitted by non-SWaM firms that include a SWaM certified firm as a subcontractor on their SWaM Utilization Plan (Attachment B) may receive a portion of the points allocated to SWaM participation. Note: Offerors will only receive points for SWaM certification received from the Virginia Department of Small Business and Supplier Diversity (SBSD).
21. QUESTION: Are firms awarded services under this RFP precluded from selling products or services on which they are consulting? Example – If a firm is consulting on the VoIP telephone system, are they precluded from being the provider of that system?
- ANSWER: No; however, the University intends to utilize the resulting contract(s) solely for the purpose of obtaining information technology consulting services.



22. QUESTION: Reference IV.1. – Should we provide competencies/experience only on those items which we intend to provide to JMU?
- ANSWER: Yes.
23. QUESTION: Reference IV.8. – Does JMU want reference contact information as well as the project description.
- ANSWER: Yes.
24. QUESTION: Are there any specific labor categories that JMU would like offerors to price? Is there a pricing template that JMU would like offerors to use? Will the University accept pricing in terms of hourly rates?
- ANSWER: See Section X. *Pricing Schedule* on page 17 of the RFP.
25. QUESTION: Is there a specific format that JMU would like proposals to follow? Is there a page limit?
- ANSWER: See Section V. *Proposal Preparation and Submission* on page 3 of the RFP. There is no page limit; however, proposals should be complete and concise.
26. QUESTION: Will JMU accept proposals from offerors who respond to provide services in some, but not all technology categories?
- ANSWER: Yes.
27. QUESTION: Can an offeror propose and describe relevant IT services that are not specifically listed in the *Statement of Needs* section of the RFP?
- ANSWER: Yes. Offerors should describe any proposed services not specifically listed in the RFP in their response to *Statement of Needs* question 1.1. *Other Technology and Systems*.
28. QUESTION: Does JMU have any specific projects envisioned that fall into one or more categories over the next 6 months to a year? Can the University provide examples of these projects?
- ANSWER: The University has numerous projects in the pipeline. We have not determined at this point whether outside resources will be required.
29. QUESTION: Will the awarded firm(s) be asked to provide services on JMU's campus? If so, will IT provide workstations or an assigned work area?
- ANSWER: The University is open to both on-site and off-site services. JMU is able to provide workstations and space in which to work.
30. QUESTION: Please identify the number of users the awarded firm(s) will be providing support services for.
- ANSWER: It depends on the service. JMU has nearly 30 thousand campus customers (including students, faculty and staff.)



31. QUESTION: Will there be a requirement for the awarded firm(s) to travel or attend training away from the JMU worksite? If so, can you please provide the estimated frequency?
- ANSWER: No
32. QUESTION: Will there be a requirement for the awarded firm(s) to provide IT training to JMU staff members?
- ANSWER: The University has utilized outside resources to provide training to IT staff members in the past, but not to the university community.
33. QUESTION: Are the awarded firm(s) required to be on-call 24/7 or is there a prescribed 40 hour work week?
- ANSWER: It would depend on the service. Some IT staff support 24/7 services, but typically JMU does not require consultants to work beyond normal hours.
34. QUESTION: Can you identify the type of hardware and software licensed application to be supported?
- ANSWER: The University uses too many different things to list them all. Offerors should respond with what their firm is capable of supporting.
35. QUESTION: Will JMU IT provide tech refresh services (i.e. life cycle management) to the existing and new systems?
- ANSWER: That is typically the case.
36. QUESTION: Is this RFP limited to firms who are registered with the State Corporation Commission in Virginia?
- ANSWER: See VIII. L. *Authorization to Conduct Business in the Commonwealth* listed on page 15 of the RFP.
37. QUESTION: What is the period of time for questions to be submitted?
- ANSWER: Questions must be submitted no later than five (5) business days prior to the closing date and time. All questions should be submitted in writing and directed to Matasha Owens at [owensm1@jmu.edu](mailto:owensm1@jmu.edu).

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

Sincerely,

Matasha Owens, MPA, VCO, CUPO  
Buyer Senior



October 17, 2017

**ADDENDUM NO. TWO**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# MLO-981**  
Dated: **September 15, 2017**  
Commodity: **Information Technology Consulting Services**  
RFP Closing On: **November 2, 2017 at 2:00 p.m. (Eastern)**

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

1. **QUESTION:** Can you provide the type(s) of video teleconferencing equipment being used by JMU? More than one brand was mentioned in the solicitation.

**ANSWER:** WebEx, Skype, and Cisco

2. **QUESTION:** Can you provide the brand of phone system being used by JMU? More than one brand was mentioned in the solicitation.

**ANSWER:** NEC

3. **QUESTION:** Does JMU currently use any of the three Federation Services listed: Shibboleth, CAS, OpenID?

**ANSWER:** Shibboleth

4. **QUESTION:** Which specific Cherwell products are installed and in use by JMU?

**ANSWER:** IT Service Management

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

Sincerely,

Matasha Owens, MPA, VCO, CUPO  
Buyer Senior



**Plante & Moran, PLLC**  
27400 Northwestern Highway  
P.O. Box 307  
Southfield, MI 48037-0307  
Tel: 248.352.2500  
Fax: 248.352.0018  
plantemoran.com

November 2, 2017

Ms. Matasha Owens, Buyer Senior  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Bldg.  
First Floor, Suite 1023  
Harrisonburg, VA 22807

Dear Ms. Owens:

Plante Moran is pleased provide this proposal in response to the RFP # MLO-981 for Information Technology Services for James Madison University (JMU). As one of the largest consulting and accounting firms nationally, we have extensive experience in serving higher education institutions. Plante Moran's experienced team brings our depth of knowledge and experience gained in working on a range of consulting engagements including but not limited to IT Consulting, Management Consulting and Risk Management (Enterprise Risk Management and Cybersecurity) Consulting services. With service offering and experience in these areas, Plante Moran can provide unbiased and objective advice to address a range of technology and management areas.

Plante Moran would be an ideal firm to provide IT consulting services for the University for the following reasons:

- **Depth of Experience.** Over 30 years' experience in conducting consulting projects for higher education clients.
- **Breadth of Experience.** Significant experience assisting educational and governmental clients in projects for all areas of operations including Information Technology, Finance and Administrative Services, Financial Aid, Human Resources Administration, and Facilities.
- **Deep expertise.** Our team of 100+ IT consultants includes IT infrastructure engineers, application specialists, operational consultants and certified cybersecurity professionals.
- **Proven Project Approach.** Methodologies that are supported by a robust and flexible set of tools and templates refined through experience with numerous public sector clients.
- **Significant and recent experience working with similarly sized institutions.** These include Auburn University (in process), University of West Georgia, Central Michigan University, Grand Valley State University, Oakland Community College, among others.
- **Vendor Independence.** Complete independence from all service providers in the public sector.
- **Professional Involvement.** Active professionals who are members of national and local organizations dedicated to improving the operations of public sector organizations
- **Formal Project Management.** Expert Project Management Professionals, credentialed by the Project Management Institute (PMI), who leverage PMI's standard methodology on all projects.

- **Public Sector Accounting Experience.** As accountants and advisors to nearly 500 public sector agencies, Plante Moran is recognized as one of the leading providers of independent, objective advice.

Plante Moran shares the University's commitment to supplier diversity. Given that we do not have a specific scope of work for an engagement with the University, we have not selected a firm or firms with which to partner with at this time. However, if selected, we anticipate complying with the University's Small Business Subcontracting requirements on future engagements.

Our team blends technology and higher education operations knowledge with seasoned, management consultants. Based upon our experience and the quality of our team, we believe we are well qualified to provide special project consulting to the James Madison University. If you have any questions concerning this RFP response, please feel free to contact me at 248-223-3304 or at [judy.wright@plantemoran.com](mailto:judy.wright@plantemoran.com).

I am a full partner of the firm and authorized to sign legally binding contracts on behalf of Plante Moran.

Sincerely,

**PLANTE & MORAN, PLLC**



Judy Wright, Engagement Partner

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# Plan and Methodology

*Plan and methodology for providing the goods/services as described in Section IV “Statement of Needs” of this Request for Proposal.*

## 1. Firm Capabilities

---

*Provide detailed corporate competencies/experience serving one or more of the technologies listed below.*

- a. Oracle Core Technologies*
- b. Oracle/PeopleSoft Enterprise Solutions*
- c. Desktop and Mobile Device Management*
- d. Microsoft*
- e. Security and Federation Services*
- f. Cisco Technologies, Infrastructure Support, and Virtualization*
- g. Audio Visual Technologies*
- h. NEC Voice and Collaboration Technologies*
- i. VoIP and Unified Communications*
- j. Cellular and RF Technologies*
- k. Distributed Antenna Systems*
- l. Other Technology & Systems*

Plante Moran provides information technology consulting, management consulting, risk management and forensic accounting services. Plante Moran does not provide hands-on implementation services. We assist higher education clients in assessing, selecting and implementing appropriate technology. We are completely vendor independent, allowing our consultants to assist clients in selecting the most appropriate solution based solely on the client’s current situation and future goals and objectives. Our consultants have knowledge of the technology areas identified by JMU in its RFP, and leverages that knowledge to provide consulting services, including assessments, requirements development, RFP development, vendor selection and project management for those technology areas referenced by JMU in its RFP.

A detailed description of Plante Moran consulting services is provided in response to Section 5 “Additional Services” of this section.

## Firm Background

Founded in 1924, Plante Moran, PLLC (Plante Moran) is the fifteenth largest management consulting and public accounting firm in the United States. Plante Moran operates as a partnership. Plante Moran's staff of over 2,200 persons is organized into four major service areas: Management Consulting, Accounting and Auditing, Tax Consulting, and Personal Financial Planning Services.

Plante Moran has continually expanded the scope and experience of its Management Consulting Services Group. The firm is committed to continuing this growth by retaining and attracting qualified professionals to provide the broad range of management and technical services that are necessary to effectively serve the needs of our clients. Plante Moran’s consultants have performed hundreds of IT, management consulting and risk management consulting projects for institutions in the not-for-profit and education sectors, of various sizes that are comparable to JMU.

Plante Moran takes great pride in the quality of services it provides to its clients. We have a rigorous set of quality controls designed to provide assurance that professional standards are followed and our clients receive a high quality product. Plante Moran takes equal pride in our people and our professional work environment. Some of the facts about our firm that we are proud of include:

- Our partnership group is comprised of 22% women, which is the highest percentage of female equity partners among the nation's largest public accounting firms, according to CPA Personnel Report, a national public accounting trade publication.
- Staff turnover rate below 13% which is significantly lower than that of other national public accounting firms.
- The firm has been named to Fortune Magazine's "100 Best Companies to Work for in America" for the last nineteen years.
- Plante Moran's Management Consulting Group, consisting of over 125 dedicated consultants, is a versatile, full service consulting organization with a proven track record for providing quality professional services.

Our emphasis and commitment to management consulting has resulted in the extension of the consulting practice into all major aspects of government and education addressing our clients' unique needs related to information technology, security, compliance, and policy.

## Information Technology Consulting

Plante Moran's management consultants have made a significant commitment to assist public sector clients develop and implement appropriate technology. We are among the few accounting and consulting firms that are completely vendor independent with respect to the offering of hardware or application software for our governmental clients. This enables our consultants to select the most appropriate solution for our clients based on the client's current situation and future goals and objectives. The services we offer address virtually all aspects of information systems including:

- Cybersecurity Solutions
- ERP Needs Assessment
- Project Budgeting and Return on Investment (ROI) Analysis
- Preparation of System Requirements
- Request for Proposal Development
- System Selection Assistance
- Contract Review and Negotiations
- IT Infrastructure Design & Selection
- Quality Assurance
- Project Management
- Strategic Information Technology Planning
- Information Technology Assessments
- Conversion Planning Assistance

## Commitment to Higher Education

Through our continuing involvement with higher education, we have acquired in-depth knowledge and skill assisting our clients with financial, administrative, academic, student management and information technology issues. These attributes, coupled with our pledge of independence and commitment to objectivity, are fundamental to our proven ability to consistently meet the needs of our educational clients. We have no vendor relationships nor do we sell any outside products within the education marketplace. The solutions we

provide to our clients are based solely on that which best serves their needs and are consistent with their financial resources.

To assure continued responsiveness to the needs of our clients, our consulting staff maintains a high level of understanding of, and sensitivity to, the key issues that influence the operations within educational institutions. Currently, these issues include:

- Budget and financial challenges
- Increasing competition for students and student retention
- Rapidly increasing labor, service, and material costs while resources are fixed or even declining
- Increased public awareness and scrutiny of the use of technology, including data security
- Significant pressures from public interest groups
- Increased legislative involvement in budgeting, appropriating, and distribution of funds
- Emerging awareness of the need to measure the benefits, as well as costs of technology and services
- Introduction of technologies which significantly change the manner in which student services can be provided (e.g., recruitment, admissions and registration via the Internet)

The professional staff at Plante Moran remains abreast of these issues through seminars, close contact with officials at the state level and, more importantly, through continuing higher education consulting engagements.

Our professional services for educational institutions are based upon our technical proficiency in financial, operational, and managerial skills and our specialized knowledge in individual programs and operations. We can provide the required level of support to our clients because of our strength in these areas:

- Comprehensive understanding of the issues and fiscal and operational processes at all organizational levels
- Professional and personal commitment to effect needed change
- Strong project management skills that strive to achieve a high level of professional service performed on time and within budget

## Professional Associations

Plante Moran requires all consulting professionals to attend, make presentations, and comply with mandatory outside technology-related training each year. Some of the conferences and technical seminars we have attended or presented at include:

- EDUCAUSE
- Council for the Advancement and Support of Education (CASE)
- Central Association of College and University Business Officers (CACUBO)
- National Association of College and University Business Officers (NACUBO)
- American Association of Community Colleges (AACC)
- Project Management Institute (PMI)

## 2. Approach and Methodology

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*Describe approach and methodology to providing IT consulting services to James Madison University. Include how your firm would manage the scope of projects.*

Prior to beginning a specific engagement, we anticipate that JMU will provide Plante Moran with a description of the services desired, in the form of a statement of work, task order description, or other document that provides the relevant information on services, expected deliverables, timing etc.

After reviewing the request for services, the Plante Moran point of contact (POC) would meet with the University's designee to develop a deeper understanding, and use this insight to draft a specific proposed Statement of Work. This Statement of Work would provide Plante Moran's perspective on the following:

- Engagement purpose and objectives
- Expected deliverables
- Proposed project approach, work plan and schedule
- Proposed team
- Estimated fees
- Project assumptions that may drive fees, timing, or team
- Selected small business entity and participation plan

We will work with the University designee to agree upon these project specifics, and provide the university with a finalized Statement of Work. Proposed fees will be provided as fixed fees, with travel and related expenses included.

At the beginning of any engagement, we anticipate working closely with JMU's project manager to develop the project foundational elements, including:

- Project standards, tools, and templates
- Proposed project plan
- Project communications, ongoing and periodic status reporting
- Issue identification and resolution, risk mitigation, and resource challenges
- Project interdependencies and critical path activities
- Alignment to the University's vision

Next, for any project assigned by JMU to Plante Moran, we will work with each of the project teams within the scope of the program to execute individual plans for each of the areas within scope. This will be accomplished based on our Project Management methodology embedded into each of our service methodologies.

Throughout the project, our project manager will coordinate all aspects of the project. The project manager will utilize a number of tools designed to ensure that the project stays on budget and on time, without compromising quality. The project manager will establish a regular schedule for status updates and associated status meetings. We typically provide a high level status update to key stakeholders monthly, with additional updates/meetings more frequently with the University's project manager. We will use these regular and ongoing communications to monitor project accomplishments and address issues and risk, and to address potential scope issues.

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At the end of any engagement, we will conduct a project close-out discussion to identify any relevant next steps or follow on activities, obtain feedback on the project deliverables, and ensure the client deliverable have met the University's needs.

Additional details on the Plante Moran Project Initiation and On-going Project Management activities are described in Section 10. "Project Management Methodology".

### 3. Key Personnel Qualifications

*Provide the names, qualifications, and experience in personnel to be assigned to James Madison University. Designate who would be assigned as the primary contact for this account.*

#### **Primary Contact Information:**

Ms. Ivy Anderson, Principal (Project Manager)

Telephone: 312-602-4757

Email: [ivy.anderson@plantemoran.com](mailto:ivy.anderson@plantemoran.com)

A key to any project's success lies in the collective abilities of the individuals assigned to the project. We present below the qualifications and background of Plante Moran personnel selected for their experience in public sector, specifically higher education, project management and the types of special project consulting engagements outlined in JMU's RFP. All team members have solid professional, academic, and managerial backgrounds. Detailed resumes for all proposed team members are provided following the table.

| Staff                         | Potential Role(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Recent Representative Projects                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Judy Wright</b><br>Partner | <b>Engagement Partner/Account Manager</b><br>Has overall responsibility for ensuring that all Plante Moran services are completed within schedule and budget. Provides project quality control over Plante Moran deliverables and services.<br><br><b>Information Technology &amp; Management Consultant</b><br>Typical projects include: IT assessments, project management, shared services, technology and infrastructure design, organization/operations reviews, technology design, contract negotiations and system selections | <ul style="list-style-type: none"><li>• Auburn University</li><li>• University of West Georgia</li><li>• University of Wisconsin, Platteville</li><li>• Aquinas College</li><li>• Michigan State University</li><li>• Macomb Community College</li><li>• Oakland Community College</li><li>• Moraine Park Technical College</li><li>• Lorain County Community College</li><li>• Henry Ford College</li><li>• Milwaukee Public Schools</li></ul> |

| Staff                             | Potential Role(s)                                                                                                                                                                                                                                                                                                                                                                                                                                     | Recent Representative Projects                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ivy Anderson*</b><br>Principal | <p><b>Project Manager</b><br/>Responsible for the day-to-day performance of the team, and strategic direction of deliverables. Assure that all tasks are completed on schedule, within budget and meet appropriate quality standards.</p> <p><b>Information Technology &amp; Management Consultant</b><br/>Typical projects include: IT assessments, ERP planning/selection, business case development and project management.</p>                    | <ul style="list-style-type: none"> <li>• University of Cincinnati</li> <li>• University of Iowa</li> <li>• NYC Department of Education</li> </ul>                                                                                                                                                                                                                                   |
| <b>Marvin Sauer</b><br>Principal  | <p><b>Project Manager</b><br/>Responsible for the day-to-day performance of the team, and strategic direction of deliverables. Assure that all tasks are completed on schedule, within budget and meet appropriate quality standards.</p> <p><b>Information Technology &amp; Management Consultant</b><br/>Typical projects include: IT assessments, project management, shared services, organization/operations reviews, and system selections.</p> | <ul style="list-style-type: none"> <li>• Auburn University</li> <li>• San Jose Evergreen Community College District</li> <li>• University of West Georgia</li> <li>• Moraine Park Technical College</li> <li>• Oakland Community College</li> <li>• University of Wisconsin, Platteville</li> <li>• Michigan State University</li> <li>• Lorain County Community College</li> </ul> |

| Staff                                    | Potential Role(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Recent Representative Projects                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Sri Chalasani</b><br>Senior Architect | <p><b>Project Manager</b><br/> Responsible for the day-to-day performance of the team, and strategic direction of deliverables. Assure that all tasks are completed on schedule, within budget and meet appropriate quality standards.</p> <p><b>Information Technology &amp; Management Consultant</b><br/> Responsible for leading information technology consulting projects focusing on IT infrastructure, processes and procedures, job responsibilities. Typical projects include: IT assessments, technology planning, technology design (infrastructure), solution selection, managed service provider selection, and implementation management.</p> | <ul style="list-style-type: none"> <li>• University of Wisconsin, Platteville</li> <li>• Auburn University</li> <li>• San Jose/Evergreen Community College District</li> <li>• University of West Georgia</li> <li>• Michigan State University</li> <li>• Oakland Community College</li> <li>• Moraine Park Technical College</li> <li>• Henry Ford College</li> <li>• Aquinas College</li> <li>• Marygrove College</li> </ul> |
| <b>Matthew Lindner</b><br>Senior Manager | <p><b>Information Technology &amp; Management Consultant</b><br/> Responsible for leading various Management and Information Technology consulting engagements. Typical projects include: IT assessments, project management, shared services, organization/operations reviews, process redesign, and system selections.</p>                                                                                                                                                                                                                                                                                                                                 | <ul style="list-style-type: none"> <li>• Henry Ford College</li> <li>• Saginaw Valley State University</li> <li>• Grand Valley State University</li> </ul>                                                                                                                                                                                                                                                                     |
| <b>Kyle Macyda</b><br>Architect          | <p><b>Information Technology Consultant</b><br/> Responsible for supporting information technology consulting projects focusing on IT infrastructure, processes and procedures, job responsibilities. Typical projects include: IT assessments, technology design (server, storage area networks, backup solutions) solution selection, cloud strategy, disaster recovery planning and implementation management.</p>                                                                                                                                                                                                                                        | <ul style="list-style-type: none"> <li>• Auburn University</li> <li>• Marygrove College</li> <li>• Lorain County Community College</li> <li>• Forest Hills Public Schools</li> <li>• Broward County</li> <li>• Kent Intermediate School District</li> </ul>                                                                                                                                                                    |

| Staff                                     | Potential Role(s)                                                                                                                                                                                                                                                                                                                                          | Recent Representative Projects                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Melissa Auchter, ITIL</b><br>Architect | <b>Information Technology Consultant</b><br>Responsible for supporting information technology consulting projects focusing on IT infrastructure. Typical projects include: IT assessments, technology design (VoIP/UCC, wireless, LAN, cable plant, classroom technologies and voice) (infrastructure), solution selection, and implementation management. | <ul style="list-style-type: none"> <li>• Eaton RESA</li> <li>• Oak Park Schools</li> <li>• Kettering City School District</li> <li>• Richland County School District One</li> <li>• Berkeley County School District</li> <li>• Milwaukee Public Schools</li> <li>• Southgate Community Schools</li> <li>• Forest Hills Public Schools</li> </ul> |
| <b>Alex Dietrich</b><br>Senior Consultant | <b>Information Technology Consultant</b><br>Responsible for supporting information technology consulting projects focusing on IT infrastructure. Typical projects include: IT assessments, technology design (VoIP/UCC, wireless, LAN, cable plant, classroom technologies and voice) (infrastructure), solution selection, and implementation management. | <ul style="list-style-type: none"> <li>• Forest Hills Public Schools</li> <li>• Fort Worth ISD</li> <li>• L'Anse Creuse Public Schools</li> </ul>                                                                                                                                                                                                |
| <b>Alex Brown</b><br>Senior Manager       | <b>Cybersecurity Consultant</b><br>Responsible for leading various cybersecurity consulting engagements including risk assessments, PCI compliance, SOC reviews, network vulnerability assessments and end user training.                                                                                                                                  | <ul style="list-style-type: none"> <li>• Cleveland State University</li> <li>• Savannah State University</li> <li>• Wayne County Community College District</li> <li>• North Carolina A&amp;T University</li> <li>• Broward County</li> </ul>                                                                                                    |
| <b>Colin Taggart</b><br>Manager           | <b>Cybersecurity Consultant</b><br>Responsible for supporting various cybersecurity consulting engagements including risk assessments, disaster recovery planning and end user training.                                                                                                                                                                   | <ul style="list-style-type: none"> <li>• Michigan State University</li> <li>• L'Anse Creuse School District</li> <li>• United Federal Credit Union</li> <li>• Lake City Bank</li> <li>• Farmers State Bank of LaGrange</li> <li>• Notre Dame Federal Credit Union</li> </ul>                                                                     |

| Staff                                        | Potential Role(s)                                                                                                                                                                                                                                                                                                    | Recent Representative Projects                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Scott Petree</b><br>Principal             | <b>Cybersecurity Consultant</b><br>Responsible for leading various cybersecurity consulting engagements including risk assessments, network vulnerability assessments, disaster recovery planning and compliance reviews.                                                                                            | <ul style="list-style-type: none"> <li>• County of Orange</li> <li>• Michigan State University</li> <li>• Madonna University</li> </ul>                                                                                                                                                                                                                                                                    |
| <b>Amy Sasina</b><br>Manager                 | <b>Management and Information Technology Consultant</b><br>Responsible for supporting various Management and Information Technology consulting engagements. Typical projects include: IT assessments, project management, shared services, organization/operations reviews, process redesign, and system selections. | <ul style="list-style-type: none"> <li>• Henry Ford College</li> <li>• Richland County School District One</li> <li>• Milwaukee Public Schools</li> <li>• Garland Independent School District</li> <li>• Kettering School District &amp; Montgomery ESC</li> <li>• Birmingham Public Schools</li> <li>• Toledo Public Schools</li> <li>• Oakland Schools</li> <li>• Rochester Community Schools</li> </ul> |
| <b>Christopher Carr</b><br>Senior Consultant | <b>Management and Information Technology Consultant</b><br>Responsible for supporting various Management and Information Technology consulting engagements. Typical projects include: IT assessments, project management, shared services, organization/operations reviews, process redesign, and system selections. | <ul style="list-style-type: none"> <li>• Richland County School District One</li> <li>• Milwaukee Public Schools</li> <li>• Berkeley County Schools</li> <li>• Grand Ledge Public Schools</li> <li>• Southgate Community Schools</li> <li>• Lake Orion Community Schools</li> </ul>                                                                                                                        |

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## Additional Resources

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|                                         |                                                                                                                                                                                                 |                                                                                                                                                                                                         |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Troy Snyder</b><br>Partner           | <b>Colleague Partner</b><br>Will colleague on projects for JMU as necessary, providing the University with a second partner resource, in particular, enterprise risk engagements.               | <ul style="list-style-type: none"><li>• Chicago Transit Authority</li></ul>                                                                                                                             |
| <b>Michelle McHale-Adams</b><br>Partner | <b>Colleague Partner</b><br>Will colleague on projects for JMU as necessary, providing the University with a second partner resource, in particular, on forensic (fraud) related engagements.   | <ul style="list-style-type: none"><li>• Grand Valley State University</li><li>• Chicago Transit Authority</li><li>• Capital Area Transit Authority</li><li>• Broward County FL</li></ul>                |
| <b>Jeff Wright</b><br>Senior Manager    | <b>Risk Management Consultant</b><br>Responsible for leading various risk management consulting engagements including internal audit, general controls reviews and risk management assessments. | <ul style="list-style-type: none"><li>• Lakeland Community College</li><li>• Grand Valley State University</li><li>• Rush University Medical Center</li><li>• Loyola University Health System</li></ul> |
| <b>Chris Moshier, PMP</b><br>Manager    | <b>Data Analytics Consultant</b><br>Responsible for supporting or leading various data analytics engagement tasks, including analysis strategy, governance, and model development               | <ul style="list-style-type: none"><li>• Lansing Community College</li><li>• Oakwood University</li><li>• Oakland Community College</li><li>• Private Ohio University</li></ul>                          |

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\*References are for work completed prior to joining Plante Moran

## Team Resumes



### Judy Wright

Partner  
Management Consulting

#### Summary of Experience

Judy has over 25 years of experience in the education industry. Judy leads the Education Consulting Practice for Plante Moran and works with organizations to better leverage technology and improve operations. Her experience includes: project management, strategic initiatives including IT assessments and project facilitation, process improvement, technology planning, ERP assessment and selection and enterprise network design. She has managed in excess of \$120 million of enterprise-wide technology, in close coordination with the client, architects and construction managers. Prior to joining Plante Moran, Judy was the Director of Computing Services at Wayne State University School of Business Administration and adjunct faculty in the Management Information Systems program. She holds a Bachelor of Arts degree in Computer Science from Wayne State University and a Master's in Business Administration from The University of Michigan.

#### Education

Master of Business Administration  
University of Michigan:  
Bachelor of Arts, Computer Science,  
Wayne State University:

#### Selected Presentations

Cybersecurity in Education: TASBO  
Security Trends in K12: PM Webinar  
High performing IT organizations:  
TASBO  
Technology primer for School Board  
Members: School Law & Finance  
Restructuring central office: SWMSBO  
Social media, the good, the bad, and  
the issues: AASPA  
Balancing quality service with  
operational efficiency: OACUBO

#### Project Roles

##### **Engagement Partner/Account Manager**

Has overall responsibility for ensuring that all Plante Moran services are completed within schedule and budget. Provides project quality control over Plante Moran deliverables and services.

#### Selected Key Clients

- University of West Georgia
- University of Wisconsin, Platteville
- Michigan State University
- Macomb Community College
- Moraine Park Technical College
- Lorain County Community College
- Henry Ford College
- Aquinas College
- Oakland Community College
- Oakland Schools
- San Jose/Evergreen Community College District
- Milwaukee Public Schools
- Marygrove College
- Madonna University
- Livonia Public Schools
- American Farm Bureau Federation, DC.



## Ivy Anderson

Principal  
Management Consulting

### Summary of Experience

Ivy has over 25 years of experience advising educational organizations and public sector entities. Ivy is a Principal in the Education Consulting Practice for Plante Moran and works with institutions to better leverage technology and improve operations. Her experience includes: project and program management, strategic planning, digital government strategies, IT organization and capability assessments, process improvement, technology planning, ERP assessment and selection, IT governance, and IT service delivery. She has advised CIOs and organization leaders on their IT capabilities and strategic issues. Prior to joining Plante Moran, Ivy held roles with progressively increasing responsibilities with Gartner Public Sector Consulting and Accenture. She holds a Bachelor Science in Mechanical Engineering from Kettering University, and a Master's in Business Administration from the Wharton School, where her concentration was in Finance and Information Systems.

### Project Roles

#### **Project Manager**

Responsible for the day-to-day performance of the team, and strategic direction of deliverables. Assure that all tasks are completed on schedule, within budget and meet appropriate quality standards.

### Selected Key Clients\*

- University of Cincinnati
- University of Iowa
- State of Michigan Department of Technology Management and Budget,
- NYC Department of Education
- Various state and local departments of education, including KY, NC, Fulton County, Shelby County, and Chicago Public Schools

*\*Selected key clients are for work performed prior to joining Plante Moran*

### Education

Master of Business Administration  
The Wharton School, University of Pennsylvania;

Bachelor of Science, Mechanical Engineering  
Kettering University

### Selected Presentations

ERP in State Governments

IT Modernization for State Governments

Use of Data to Achieve Educational Outcomes



## Marvin Sauer

Principal  
Management Consulting

### Summary of Experience

Marv has worked with a wide variety of clients for over 25 years taking them from initial strategic planning through the successful implementation of a variety of proven and leading edge technologies. He is a talented facilitator of small to large groups working with personnel ranging from end users to executive management. Marv has given presentations at local and national educational conferences on topics such as “Building the Network of Tomorrow, Today” and “With Strategic Planning First, Successful Implementation Follows”.

### Project Roles

#### **Project Manager, Information Technology & Management Consultant**

Responsible for the day-to-day performance of the team, and strategic direction of deliverables. Assure that all tasks are completed on schedule, within budget and meet appropriate quality standards. Typical projects include: IT assessments, project management, shared services, organization/ operations reviews, contract negotiations and system selections.

### Selected Key Clients

- University of West Georgia
- Moraine Park Technical College
- Oakland Community College
- University of Wisconsin, Platteville
- Michigan State University
- Henry Ford College
- San Jose/Evergreen Community College District
- Macomb Community College
- Lorain County Community College

### Education

Master of Business Administration in Finance  
University of Michigan

Bachelors of Science in Math/Computer Science  
University of California, Los Angeles

### Selected Presentations

High performing IT organizations:  
TASBO MSBO IT Strategic Sourcing  
MSBO Technology in Administration  
AASPA Social media, the good, the bad, and the issues  
IASBO Optimizing IT support  
OACUBO Balancing quality service with operational efficiency  
Technology Trends at MC Annual Meeting

### Plante Moran Webinars

Data Security  
Enterprise Mobility Management  
Cloud Computing  
Integrating technology into your district  
K12 Technology to enhance learning  
Higher Education data security  
Is your building and network secure?  
Dealing with mobile devices in the classroom  
Cyber Security



## Sri Chalasani

Senior Architect

Management Consulting

### Summary of Experience

Sri has over twenty years of experience and specializes in the design, deployment, and troubleshooting of complex networks. He is well-versed in various LAN/WAN/WLAN technologies and protocols. Sri also has over sixteen years of experience in the design of multifunction networks to provide IP-based data, VoIP with unified messaging, video streaming, video conferencing systems, and video surveillance systems. He has worked with the product lines of all the major network and VoIP system manufacturers. He has worked on multiple data center design and migration projects, network security assessments, and DR planning efforts, helping determine needs and remediation.

### Project Roles

Typical project roles include: on-site technology assessments, IT infrastructure planning, design, selection and implementation management. Areas of technical expertise: enterprise-wide networks, wireless LANs, server/storage solutions, video distribution, video surveillance and VoIP.

### Selected Key Clients

- University of Wisconsin, Platteville
- University of West Georgia
- Michigan State University
- Oakland Community College
- Moraine Park Technical College
- Henry Ford College
- Marygrove College
- Aquinas College
- San Jose/Evergreen Community College District
- Wayne County Community College District
- County of Pierce, WA
- City of Alexandria, VA
- American Farm Bureau Federation, DC.

### Education

Master of Business Administration  
Wayne State University

Master of Science, Computer Science,  
Western Michigan University

Bachelor of Science, Electronics  
Engineering, Bangalore University.

### Selected Presentations

End user technology trends  
presentation: TLN

Streaming video technologies: MAEDS

Physical security system in school  
environment: MAEDS

TIA942 data center standards: MERIT

Intrusion recovery planning: MAEDS

iPad for the C-Suite: MTL

Tech tools for non-profit  
organizations: MACPA

iPads in the business: Webinar

Dealing with mobile devices in the  
classroom: Webinar

### Whitepapers

Moving to the Cloud Doesn't Mean  
Outsourcing Your Security Controls

Data Center Design Standards

### Professional Training & Affiliations

Association for Computer Operations  
Management.

Society of Telecom Consultants



## Matthew Lindner

Senior Manager  
Management Consulting

### Summary of Experience

Matt is a Senior Consulting Manager with Plante & Moran, and has over fourteen years of information technology experience across a broad spectrum of projects working with clients in a variety of industries. Significant experience in assisting clients with system design and selection projects, project management, process redesign, operational improvement and needs assessments. Typical projects have included ERP and other software systems as well as IT infrastructure (including: cabling infrastructure, file servers & SANs, network electronics, classroom technologies and telecommunications systems).

### Project Roles

Typical project roles include: project management, implementation management, system selection facilitations, facilitation for operational improvement, technology planning and design

### Selected Key Clients

- Henry Ford College
- Saginaw Valley State University
- Grand Valley State University
- Kent Intermediate School District
- Oakland Schools
- Ingham Intermediate School District
- Livonia Public Schools
- Lincoln Consolidated Schools,
- Fremont Public Schools
- West Bloomfield School District
- Wayne Westland Community Schools

### Education

Bachelor of Arts &  
Telecommunications  
Michigan State University

### Selected Presentations

MSBO – Technology Department  
Service Level Agreements

MSBO – IT Staffing & Support

School Law and Finance Seminar 2012  
– iPads in Education

Webinar – Strategic IT Sourcing

### Professional Training & Affiliations

ITIL Foundation



## Kyle Macyda

Architect

Management Consulting

### Summary of Experience

Kyle has over seventeen years of experience in designing, implementing, and supporting Information Technology (IT) infrastructure solutions. His hands-on, enterprise experience includes various aspects of business continuity including geo-clustering, data replication, storage area networks, backup & recovery and data center operations. He has expertise in operating system deployment, systems management, and workload migrations utilizing both traditional rack and blade servers. He also has extensive knowledge of complex virtualized environments that include a mixture of on premise, private cloud and public cloud solutions. His projects have required understanding clients' business needs and technology requirements, designing solutions, and providing hands-on assistance to ensure the successful implementation. Prior to joining Plante Moran, Kyle was a senior-level systems engineer at one of the nation's top healthcare organizations, and in other roles elsewhere, has provided IT integration services to a variety of K-12, higher education, and private sector clients.

### Project Roles

Typical project roles include: on-site technology assessments, IT infrastructure planning, design, selection and implementation management. Areas of technical expertise: enterprise server and storage solutions, server virtualization and cloud technologies, backup and recovery, business continuity and disaster recovery, data center operations and management.

### Selected Key Clients

- Marygrove College
- Lorain County Community College
- Forest Hills Public Schools
- Kent Intermediate School District
- City of Detroit, MI
- L'Anse Creuse Public Schools
- Rochester Community Schools
- Pierce County, WA
- Broward County, FL

### Education

Bachelor of Science in Computers  
University of Michigan

### Selected Presentations

Cybersecurity in K12: PM Webinar  
(2015)

### Professional Training & Affiliations

Microsoft Certified Systems Engineer

Microsoft Certified Systems  
Administrator

Microsoft Certified Technology  
Specialist (MCTS)

Microsoft Certified Professional

Hewlett-Packard Master Accredited  
Systems Engineer (Storage Solutions,  
Master SAN Architect)

Hewlett-Packard Accredited Systems  
Engineer (Storage Solutions)

Hewlett-Packard Accredited  
Integration Specialist (Storage  
Solutions)

Hewlett-Packard Accredited Presales  
Consultant (Enterprise Storage  
Solutions)



## Melissa Auchter

Architect

Management Consulting

### Summary of Experience

Melissa Auchter has twenty years of experience designing, implementing, and maintaining IT infrastructure solutions. Her experience includes leading infrastructure teams and projects from positions such as network engineer, IT project manager, and director of technology services. She has worked at both the strategic and tactical level to build enterprise level solutions to include building new data centers, local and wide area network/telecommunication infrastructure, and virtualized server and storage systems to support data and telephony applications. The majority of her experience is in the K-12 industry where she worked at both the county and local school district level, in the latter as the director of technology services. She has also done work in the financial, manufacturing, and marketing services industries.

### Education

MBA in Technology Management  
University of Phoenix

Bachelor of Science degree in  
Management Information Systems  
Oakland University

### Certification

ITIL Foundation v3

### Selected Presentations

Technology Trends Expected to Impact  
K12 Technology: MAEDS

Local District Leaders Talk Classroom  
Devices Strategies: MAEDS

### Professional Training & Affiliation

BICSI Member

Women in Technology International

BICSI ICT Design Fundamentals:  
Structured Cabling Systems

### Project Roles

Typical project roles include: on-site technology assessments, K12 ERP technology assessments, technology planning and selection, and technology implementation management. Areas of technical expertise include: network infrastructure, video surveillance, VoIP, and end-user technology.

### Relevant Prior Work Experience

- IT Director-Public School District (5 Years)
- Network/Telecom Engineer-County Level School District (5 Years)
- IT Manager-Mid-sized Financial Institution (4 Years)

### Selected Key Clients

- Kettering City School District
- Richland County School District One
- Berkeley County School District
- Milwaukee Public Schools
- East Grand Rapids Public Schools
- Northview Public Schools
- Kansas City Area Transportation Authority
- Southgate Community Schools
- Redford Township
- Edsel & Eleanor Ford House
- Hazel Park Schools
- Farmington Public Schools
- Forest Hills Public Schools
- Forest Hills Public Schools



## Alex Dietrich

Senior Consultant  
Management Consulting

### Summary of Experience

Alex has spent the last few years gaining valuable IT infrastructure knowledge from working at global private-sector companies. Alex has been responsible for delivering world class on-site IT support at a major Silicon Valley technology company across US and Asia Pacific regions. He also possesses experience in managing a data center networking environment for a “Big 3” automotive manufacturer. Over his career, Alex has gained technical background in service provider networking, network security, multi-vendor data networks, and multi-vendor OS support. He specializes in requirements development, network infrastructure design, and end-user IT support, and custom A/V systems. Alex has a BS in Media and Information from Michigan State University and holds active certifications in both Cisco and Juniper networking platforms

### Education

Bachelor of Science in Media &  
Information  
Information Technology  
Specialization  
Michigan State University

### Relevant Prior Work Experience

- IT Field Technician – Large Technology Company (2 Years)
- Network Engineer – Large Automotive Manufacturer (1 Year)

### Project Roles

Responsible for supporting information technology consulting projects focusing on IT infrastructure. Typical projects include: IT assessments, technology design (VoIP/UCC, wireless, LAN, cable plant, classroom technologies and voice) (infrastructure), solution selection, and implementation management.

### Selected Key Clients

- Auburn University
- Forest Hills Public Schools
- Fort Worth ISD
- L’Anse Creuse Public Schools



## F. Alex Brown, CPA, CHP

Senior Manager  
Information Technology Consulting

### Summary of Experience

Alex has over 18 years of information technology audit, technology regulatory control compliance, and system integration project experience. Alex has extensive experience in the assessment of technology risk and evaluation of IT controls in support of IT security regulatory compliance engagements (e.g. HIPAA/HITECH and Sarbanes-Oxley). In addition, Alex has extensive experience in working with various IT security control frameworks (e.g. NIST 800, ISO 27001/27002, COBIT, HIPAA, FERPA). Alex has extensive industry experience including Healthcare, Government, Higher Education and Manufacturing. Alex's experience includes planning and performing engagements to evaluate and assess IT risk, evaluate the effectiveness of control measures implemented, identify IT control deficiencies, and develop remediation recommendations.

### Project Roles

Responsible for leading various cybersecurity consulting engagements including risk assessments, PCI compliance, SOC reviews, network vulnerability assessments and end user training.

### Selected Key Clients

- Cleveland State University
- Savannah State University
- Wayne County Community College District
- North Carolina A&T State University
- Michigan Technology University
- Hampton Roads Transit Authority
- Broward County
- Orange County, California
- New York State Teachers Retirement System
- McLaren Health Incorporated
- Volkswagen of North America
- California Earthquake Authority
- Marathon Oil Petroleum
- Wayne County, MI
- OhioHealth Incorporated

### Education

Bachelor of Science  
Accounting  
North Carolina A&T State University

### Selected Presentations

IT Security Trends  
2014 Annual ICMA (International  
City/County Management Association)  
Conference  
IT Governance and Security Trends  
2014 Annual GFOA (Government  
Finance Officers Association)  
Conference  
IT Security in Healthcare  
2014 Plante Moran Healthcare  
Symposium  
Technology Governance  
Ohio Society of CPAs Healthcare  
Conference

### Professional Training And Affiliations

Certified Public Accountant (CPA)  
Member of the American Institute of  
Certified Public Accountants (AICPA)  
Certified HIPAA Security Professional  
(CHP)



## Colin Taggart, CPA, CISA

Manager  
Cybersecurity Consulting

### Summary of Experience

Colin has more than 8 years of information systems security and information technology audit experience, including: cybersecurity risk management framework implementations, Information Security/IT General Controls, compliance reviews (GLBA Safeguards Rule, SOX404), application assessments, and assistance in developing policies and procedures such as information security programs, incident response plans, and disaster recovery plans. Colin's experience includes banks, credit unions, family offices, government, and education. Colin holds a BA degree in Accounting and Information Systems and an MS degree in Accounting and Information Systems from Michigan State University. Colin is also a Certified Public Accountant (CPA) and Certified Information Systems Auditor (CISA).

### Project Roles

Responsible for supporting various cybersecurity consulting engagements including risk assessments, disaster recovery planning and end user training.

### Selected Key Clients

- Michigan State University
- L'Anse Creuse Public Schools
- United Federal Credit Union
- Lake City Bank
- Farmers State Bank of LaGrange
- Notre Dame Federal Credit Union
- Lakestone Bank & Trust
- Gerber Federal Credit Union

### Education

Bachelor of Art  
Accounting and Information Systems  
Michigan State University

Master of Science  
Accounting and Information Systems  
Michigan State University

### Selected Presentations And Articles

Whitepaper – Social Media and Mobile Banking

Whitepaper – Preparing for Disaster: Lessons Learned from Hurricane Sandy

Whitepaper – Responding to a Data Breach

Whitepaper – Protecting your Personal Identity in a Digital World

Whitepaper – Is Your Bank on Top of Cybersecurity?

Presentation – Changes in IT Audit Scope

Presentation – Cybersecurity Personal Training

Presentation – Hacking Demystified: It's Easier Than You Think

### Professional Training And Affiliations

Certified Public Accountant (CPA)  
Certified Information Systems Auditor (CISA)



## Scott M. Petree, CPA, CISA, CFE, QSA

Principal

Information Technology Consulting

### Summary of Experience

Scott has over 17 years of information technology consulting services including information systems audit, forensic technology, and enterprise risk mitigation for financial institutions, health care, automotive, manufacturing and government industries. Scott is a leader in Cybersecurity assisting companies in various assessment of security controls including data privacy, PCI compliance, and IT infrastructure. Scott's experience includes: Cybersecurity assessments, network security assessments, PCI scoping, readiness, and assessment, IT risk assessments, IT audits, and SOX 404 IT controls documentation and testing, computer forensics, FCPA compliance, and enterprise risk management. Scott is a member of the AICPA, MICPA, ISACA-Detroit chapter, and ACFE. Scott has presented on security related topics for webinars and conferences and published articles in newsletters.

### Project Roles

Responsible for leading various cybersecurity consulting engagements including risk assessments, network vulnerability assessments, disaster recovery planning and compliance reviews.

### Selected Key Clients

- County of Orange
- Michigan State University
- Madonna University
- AlixPartners
- Chart Industries
- Detroit Zoological Society
- Third Federal Savings and Loan
- Perceptron
- Stryker
- Mercantile Bank

### Education

Bachelor of Arts  
Mathematics  
Grand Valley State University

Bachelor of Science  
Business Administration  
Eastern Michigan University

### Selected Presentations

MICPA – New Trends in Technology  
GFOA – COSO and Implications  
PM Webinar – Cyber Security concerns  
for Manufacturers

PM Webinar – Fraud: Prevention by  
Internal Controls and Information  
Security Controls

Other Cyber Security Presentations for  
various industries

### Professional Training And

#### Affiliations

Certified Public Accountant (CPA)  
Certified Information Systems Auditor  
(CISA)  
Certified Fraud Examiner (CFE)  
Qualified Security Assessor (QSA)



## Amy Sasina

Consulting Manager  
Management Consulting

### Summary of Experience

Amy has over 15 years of information technology experience in a number of industries, including the educational industry. Amy's experience includes operational improvement projects, process redesign, project management, implementation management, sourcing reviews, strategic initiatives including IT assessments and technology planning, system design and selections and information systems assurance.

### Education

Bachelor of Business Administration  
Western Michigan University

Computer Information Systems with  
minors in Accounting and Business  
Western Michigan University

### Selected Presentations

MSBO Technology in Administration

### Project Roles

Typical project roles include: project management, implementation management, system selection facilitations, facilitation for operational improvement, technology planning and design.

### Selected Key Clients

- Henry Ford College
- Richland County School District One
- Milwaukee Public Schools
- Oakland Schools
- Kettering School District & Montgomery ESC
- Grand Ledge Public Schools
- Birmingham Public Schools
- Rochester Community Schools
- Garland ISD
- Rockford School District
- Toledo Public Schools
- Lenawee-Monroe Technology Consortium
- Ingham ISD
- Farmington Public Schools,
- L'Anse Creuse Public Schools
- Huron Valley Schools



#### Education

Bachelor of Science  
University of Notre Dame

## Christopher Carr

Senior Consultant  
Management Consulting

### Summary of Experience

Chris is a Senior Consultant with Plante Moran, and has four years' experience in IT Consulting and seven years' experience in Information Technology. He has supported clients in fields such as K-12 and higher education, county and city government, not-for-profits, and healthcare information systems, and has specialized in ERP requirements determination, RFP development, ERP selection, financial and operational data analysis, and implementation. Chris has additional project experience and skills in technical requirements determination and planning, facilitated process redesign and work sessions, data modeling, development, and business intelligence and analytics.

### Project Roles

Typical project roles include: RFP development and proposal analysis, requirements determination and planning, business data analysis, implementation and development, system selection facilitations, technical design and modeling.

### Selected Key Clients

- Henry Ford College
- Youngstown State University Foundation
- Berkeley County School District
- Farmington Public Schools
- Forest Hills Public Schools
- Grand Ledge Public Schools
- Lake Orion Community Schools
- Milwaukee Public Schools
- Oakland Schools
- Richland County School District
- Southgate Community Schools
- Wayne County RESA

## Additional Resources



### Troy Snyder, CICA | Partner (Enterprise Risk Services)

Troy has over twenty-five years of experience with Big 4 and large regional accounting/consulting firms and has a proven track record of quality results in growing a governance, risk and compliance advisory practice. His professional experience includes being a Senior Manager with Deloitte in Computer Assurance Services in the Ohio Valley Region, a Partner with Ernst & Young in Technology & Security Risk Services in the Pacific Southwest Region, and a Partner with SingerLewak/Premier Alliance in Enterprise Risk Services also in the Pacific Southwest Region. Troy recently moved from California to Michigan and is now a Partner with Plante Moran in Enterprise Risk Services in the Southfield office. Troy is focused on internal audit value creation, SOX compliance, increasing effectiveness and efficiency, and delivering exceptional client service. Troy Snyder is originally from Cincinnati, Ohio and graduated from Ohio University in Athens. He is also a Certified Internal Control Auditor.



### Michelle D. McHale-Adams, CPA/CFF, CFE | Partner (Forensic Accounting)

Michelle has over 20 years of experience in forensic accounting and is Plante Moran's Forensic Accounting Practice Leader. She has conducted numerous interviews, located and reviewed key documents, analyzed numerous financial records, traced assets, and quantified the financial losses for many clients in different industries. She has assisted counsel in discovery matters and has testified at trial regarding forensic accounting findings. She has helped organizations prepare economic loss claims that are filed with insurance companies for a variety of claims. Michelle has also provided financial consulting services for many large and small entities related to performing numerous Fraud Risk Assessments whereby vulnerable areas of the controls over cash are identified. These services have spanned many different industries, including the government sector. Michelle is the former Chair of the Michigan Association of Accountants' Fraud Task Force and is a frequent presenter on the topics of forensic accounting and internal controls.



### Jeff Wright, CPA, CIA, PMP | Senior Manager (Enterprise Risk Services)

Jeff is responsible for quality assurance of all aspects of ERS engagements including the risk assessment, planning, field work and reporting. Prior to joining Plante Moran, Jeff worked in the financial reporting department of a thrift bank specializing in mortgage securitizations. He also spent 5 years as an Audit Manager in public accounting concentrated on financial institutions. The past 15 years he has spent building customized internal audit, risk management and compliance solutions for clients in the risk consulting industry. Jeff designs and builds customized internal audit solutions to enable clients to drive value from their internal audit and risk management processes. He is responsible for managing the development and implementation of client's Internal Audit Strategic Plans, focused on optimizing practices and productivity in the following areas: Audit Methodology, ERM, Deficiency Reporting, and Controls Self-Assessments. Jeff's certifications include Certified Public Accountant, Certified Internal Auditor, and a Certified Project Management Professional. Jeff holds a BS degree in Accounting from Eastern Illinois University.



### Chris Moshier, PMP | Senior Manager (Management Consulting)

Chris has 20 years of experience helping organizations succeed by gaining actionable insights from their data. He is an evangelist for Geographic Information Systems (GIS) and data analytics with a passion for revealing the story hidden within complex data. Chris' breadth of experience spans the healthcare, medical device, automotive, distribution, and local government industries. He currently leads Plante Moran's Analytics Center of Excellence which offers a diverse array of data analytics services to both Plante Moran's clients and practice areas. In addition to assisting clients gain powerful insights through the analysis of their enterprise data, Chris is a credentialed Project Management Professional (PMP) through the Project Management Institute (PMI) and is a strong advocate for embracing formal project management processes. In 2013, he was recognized by Oakland County, MI Executive L. Brooks Patterson as one of the county's "Elite 40 Under 40" based largely on his passion for applying data analytics and Geographic Information Systems.

## 4. Staff Continuity

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*Describe the ability to provide continuity of consultants throughout the duration of a project.*

Plante Moran employs a rigorous recruiting strategy to ensure alignment with our values and services. When placing individual consultants on specific task assignments, we align specific skills with project requirements, relevant experience, fit with client, and availability to provide continuity through the duration of the assignment.

Our Project Manager is responsible for day-to-day project performance by individuals. The Engagement Partner is responsible for ensuring the project has the longer-term resources required. These individuals will work together to ensure effective completion of tasks, and minimize resource “churn,” or turnover throughout the duration of any given project.

Plante Moran has been named to FORTUNE magazine’s 100 Best Companies to Work For in America for 19 consecutive years. In June 2017, Fortune.com and Great Place to Work® named Plante Moran to their list of "100 Best Workplaces for Millennials." As a result of the culture that has garnered us this award, we have a much lower staff turnover rate than most of our competitors.

## 5. Additional Services

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*Describe services available from your firm and/or partners and associated costs. Examples of services that could be included are:*

- a. Implementation*
- b. Development*
- c. Project Management*
- d. Architecture and Design*
- e. Capacity Planning*
- f. Installation and Configuration*
- g. Performance and Scalability*
- h. Conversion*
- i. Monitoring, administration and upgrades*
- j. Operations metrics*

Plante Moran provides information technology consulting, management consulting, risk management and forensic accounting services. We assist higher education clients in assessing, selecting and implementing appropriate technology. We are completely vendor independent, allowing our consultants to assist clients in selecting the most appropriate solution based solely on the client's current situation and future goals and objectives. Our consultants have knowledge of the higher education environment, and can offer management consulting services. In addition, as a Tax, Audit, Consulting and Wealth Management firm, we offer Risk Management services as well.

In response to questions submitted, the University indicated that vendors can propose services not specifically listed in its RFP. Plante Moran provides management and technical consulting for a variety of IT infrastructure solutions including enterprise networks (WLAN/LAN/WAN), structure cabling, VoIP, UCC, video surveillance / door access, servers / storage / SAN, virtualization, security architecture and device management.

We have organized potential Plante Moran consulting services for JMU into the following categories, and provided detailed descriptions in this section:

### **5.1 Information Technology Consulting**

### **5.2 Management Consulting**

### **5.3 Risk Management/Internal Audit Services**

## 5.1 Information Technology Consulting

Plante Moran assists public sector clients in assessing, selecting and implementing appropriate technology. We are completely vendor independent, allowing our consultants to assist clients in selecting the most appropriate solution based solely on the client's current situation and future goals and objectives. The services we offer address virtually all aspects of information systems, including the following:

- System Selection & Implementation
  - Needs Assessment
  - Requirements Definition
  - Infrastructure Assessment
  - System Selection Facilitation
  - Implementation Management Approach
- Information Technology (IT) Assessments
- Technology Design
  - Planning and Design
  - Detailed Design and Selection
  - Project Management (Implementation Management and Sign-off)
- Contract Review and Negotiations Assistance

### 5.1.1 System Selection & Implementation

Through our 30 years of conducting enterprise system selection projects, we have developed a useful repository of tools, templates and methods that provide significant value and streamline the selection process while ensuring that the integrity and thoroughness of the process is maintained.

We have developed an extensive knowledge of software selection best practices by leading our public sector clients through numerous software selection and implementation projects. In addition, our robust and thorough selection process has resulted in the ability to significantly minimize the client's risk in the implementation phase of the project. Additionally, the thoroughness and self-documented nature of our process has translated to outcomes which are not challenged by the vendors through a formal protest process. This level of thoroughness has helped minimize change order activity during implementation.

We offer system selection and implementation services to public sector clients as it relates to; these services are described below.

#### Needs Assessment

Plante Moran views Needs Assessment as a critical step for improving the success of the subsequent phases of system selection project up to and including implementation of the selected solution. The assessment uses a participative approach involving a cross section of University staff interacting with our consultants to assess current software systems, identify the strengths and limitations in existing systems, identify process improvements, realistic timelines, and staffing impacts. This inclusive approach tends to yield the greatest return to the client and dramatically improves implementation success rates. After reviewing University documentation, Plante Moran conducts interviews with teams representing the core ERP processes. During the

interviews, we discuss current business processes and workflow, identify process deficiencies/limitations and proposed solutions, identify shadow systems, and discuss the scope of any related University initiatives.

The deliverable of the Needs Assessment includes:

- Process and Policy
- Expectation Setting
- Situational Understanding
- Implementation Considerations
- Technology Needs

Our Needs Assessment Report provide clients with an analysis that:

- Identifies issues related to the current environment in terms of: process, policy, controls, organization, and technology
- Identifies significant opportunities for improvement
- Creates a strategy and action plan for addressing both operational (e.g., process, controls, policy, etc.) and technology improvements
- Creates a framework for prioritizing improvement opportunities
- Analyzes options with respect to replacing current systems
- Presents a cost benefit analysis to support the options analysis and recommendations

We view the cost benefit analysis as a critical deliverable. Its purpose is to determine the potential value from replacing existing systems with either an ERP or Best of Breed solution. The cost benefit analysis is also valuable in assessing the merits of maintaining the status quo with the current systems or investing further in the existing systems. A major factor in developing the business case is examining the current state processes and opportunities to create additional efficiencies.

## Requirements Definition

The purpose of this activity is to understand, define and document functional requirements for a new ERP Solution. Each process area is examined to identify functional requirements that will be used as part of the process for evaluating proposed ERP replacement solutions. As a basis for the development of software specifications, we leverage existing best practice software specifications that we have developed through more than 75 system selection projects along with critical and unique specifications and interfaces that were identified in the Needs Assessment phase. These software specifications, when combined with the University's unique requirements, form the University's technical and functional requirements.

We have found that starting with Plante Moran's best practice requirements streamlines the requirements definition process and allow our clients to take advantage of knowledge gained through prior Plante Moran public sector ERP selection projects.

## Infrastructure Assessment

Our network engineers perform a technical review of the existing IT infrastructure to assess the readiness for either an on-premise or SaaS solution. We interview with technical staff directly involved with supporting the University's current ERP solution and network environment. The potential implementation and administration of a new software solution requires a thorough and responsive support and communication infrastructure. To

this end, we identify and document the current environment for inclusion in the RFP as well as any high level general recommendations related to network, security or other gaps that must be implemented in advance of obtaining more detailed technical environment requirements from software vendors as part of their proposals.

## System Selection Facilitation

Our selection approach enables our clients to identify the ERP solution which best meet the University's requirements, in conjunction with other due diligence tasks (i.e., reference checks, vendor demonstrations, site visits, and successful contract negotiations). Before proceeding with release of the RFP, we assist the University in creating selection criteria and weighting factors that will be used to analyze Request for Proposal (RFP) responses and during additional analysis for the finalist vendors.

We typically use a tiered selection process to reach the final decision. For example, the University may wish to specify minimum criteria that all responding vendors are required to meet in order for their bid response to be considered (e.g., minimum University size, bid response does not exceed a particular dollar figure, at least two universities in the commonwealth of Virginia, etc.). For those vendors meeting the initial criteria, their bid responses will be evaluated against a second level of criteria prior to any formal due diligence activities, vendor demonstrations, etc. This evaluation will be based solely on their RFP response.

The top two or three vendors that score the highest on this second round of scoring will be considered the finalist vendors. For the finalist vendors, a more comprehensive scoring process will be used that is typically based on the following sources of information:

- Vendor RFP response
- Scripted vendor demonstration(s), responses to questions and clarification requests
- Reference checking with comparable universities including potential site visits
- Follow-up demonstrations
- Other due diligence activities (e.g., vendor research, knowledge of vendor in marketplace as noted by other clients or industry analysts)
- Best and Final Offer

Upon the University's request, we also prepare a synopsis of the entire system selection process and assist the University to present their finalist vendor recommendation to gain concurrence from the University Board to proceed with contract negotiations.

## Implementation Management Approach

We have developed a methodology that consists of a set of tools, techniques and templates in which to successfully execute ERP projects. This methodology, which has been refined over a period of time and a large number of ERP implementations, is based on the Project Management Institutes (PMI) Project Management Body of Knowledge (PMBOK) incorporating those elements of PMBOK that are relevant to each of the major phases and activities that need to be accomplished as part of a major systems implementation project. This approach is independent of the software Vendor/Integrator implementation methodology and, as a result, has been used successfully on a number of implementations with various Tier 1 and Tier 2 ERP solutions.

Our implementation projects are typically organized and executed according to the following major project management phases:

- Project Initiation and Planning Activities
- Project Execution and Controlling Activities
- Project Closing and Post Implementation Support Activities

We typically offer a Project Management Office (PMO) approach consisting of Plante Moran, vendor and University staff. This approach offers significant benefits over the traditional “contract project manager”, including lower risk and lower overall costs. In addition, this approach allows for subject experts (such as accountants) to be easily and economically drawn into the project as needed. This approach will provide for a consistent project management presence throughout the entire course of the project.

Using this approach, Plante Moran can offer the University a team of staff who will provide a combination of on-site and off-site assistance while working seamlessly with the University staff. This results in the following benefits:

- The University will have significant project management support including full-access to Plante Moran staff when needed. In fact, the coverage is better than being reliant on one individual (who may be ill, on vacation, or otherwise unavailable).
- The University may require additional project management resources at key times, or other subject matter experts (e.g., accounting). The PMO approach recognizes and provides these resources for better coverage.
- Traditional IV & V (Quality Assurance) audits are incorporated into the PMO approach. The PMO provides this independent review and oversight of the ERP system Vendor/Integrator.
- Knowledge Transfer. This is possibly the greatest benefit to the University. Plante Moran, will be using skills and templates from previous projects that can be leveraged by the University staff. As a result, the University staff build their skills, and the University realizes an increase in staff capabilities by project’s end.

We believe that our project management services provide our clients with significant value in terms of the ability to implement the proposed solution on-time and within budget, as well as minimize the overall risk to the institution.

### **5.1.2 Information Technology (IT) Assessments**

We perform many IT assessments each year, frequently as the result of an influx of technology, turnover in either institution or IT leadership or a stated interest in improving or enhancing the impact of technology.

Typical objectives of an IT Assessment address client questions such as:

- Do we have the right staffing model and skill sets? Are we using vendors appropriately?
- Are our technical assets (e.g., servers, PCs, networks, applications) adequately sized/configured for our current and future requirements?
- How does our IT spending compare to other similar institutions? Do we have the right governance model?
- What IT best practices exist that we should be adopting to help reduce costs and increase service levels?
- Are the appropriate levels of IT operating procedures documented and instituted?
- How is IT prioritizing its activities and the use of its resources?
- What are the strengths and weaknesses of IT functions

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Plante Moran's IT Assessment methodology has been time tested on numerous client engagements during the past 30 years. We have successfully incorporated best practices from ITIL, CoBIT and other best practice frameworks into our methodology and continually update these best practices through projects and industry involvement. To answer the questions identified above, the IT assessment process solicits feedback from key stakeholders in the institution and a typical assessment encompasses a review of the People, Process, and Technology.

- **People** – Organization of the technology support function including governance, organization structure, delivery of services, user satisfaction, staff development, etc.
- **Process** – Administration of technology including policies, procedures, acquisition, help desk administration, network management, software deployment, security policy, etc.
- **Technology** – Technologies and systems used to accomplish current objectives.

The scope of the IT assessment typically includes a review of numerous areas within each of the three major assessment categories (organization, administration, technology) and is tailored to meet the objectives of the University.

| People                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Process                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Technology                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Governance</b> <ul style="list-style-type: none"> <li>Strategies and Goals/alignment</li> <li>Organization structure &amp; Reporting lines</li> <li>IT Governance process</li> <li>IT Advisory/Steering Committee role</li> </ul> <b>Support</b> <ul style="list-style-type: none"> <li>IT support structure</li> <li>Staff skill set/competencies</li> <li>Staff development/training</li> <li>Capacity planning/resource allocation</li> <li>External service providers &amp; service level agreements</li> </ul> | <b>Delivery</b> <ul style="list-style-type: none"> <li>Project management &amp; prioritization approach</li> <li>Help desk administration</li> <li>Network/Server performance monitoring &amp; management</li> <li>Workstation Management</li> <li>Anti-virus &amp; Patch Management</li> <li>End user training</li> <li>End user policies</li> </ul> <b>IT Strategy</b> <ul style="list-style-type: none"> <li>New initiatives/Project portfolio management</li> <li>IT Standards</li> <li>Research &amp; planning</li> <li>Budgeting</li> <li>Documentation &amp; Operating procedures</li> <li>Vendor &amp; contract management</li> <li>Status/progress reporting to senior management</li> <li>Performance metrics</li> </ul> <b>Policy</b> <ul style="list-style-type: none"> <li>IT Policies &amp; procedures (e.g., user policies, backup, network access, standards)</li> <li>Disaster recovery/continuity planning</li> <li>Security management</li> <li>Access controls (audit &amp; logging)</li> </ul> | <b>Infrastructure</b> <ul style="list-style-type: none"> <li>WAN/LAN/Internet connectivity (Architecture &amp; scalability)</li> <li>Wireless LAN (technology, security &amp; management)</li> <li>Server and virtualization environment</li> <li>Storage systems including file backup for servers and workstations</li> <li>Security architecture including antivirus, firewall, filtering, &amp; remote access</li> <li>Telecommunication &amp; unified communication systems</li> </ul> <b>Applications</b> <ul style="list-style-type: none"> <li>Key or primary applications</li> <li>Email &amp; messaging</li> <li>Unified communications</li> <li>Cloud services utilization</li> <li>Collaboration technologies (voice, video, &amp; data)</li> </ul> <b>End User Computing</b> <ul style="list-style-type: none"> <li>Workstation strategy</li> <li>Mobile computing (BYOD, smartphone, tablets)</li> <li>Mobile device management</li> <li>Refresh policy</li> </ul> |

The major work steps and the activities performed under each of these work steps are as follows.

|   |                                              |                                                                                                                                                                                                                                                                             |
|---|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Project Initiation &<br>Documentation Review | a) Conduct Project Initiation<br>b) Define Project Organization Structure & Develop Project Charter<br>c) Schedule and Moderate Project Status Meetings<br>d) Collect and Review Documentation                                                                              |
| 2 | Conduct Information<br>Technology Assessment | a) Conduct IT Staff Interviews<br>b) Review and Assess Technical Environment<br>c) Conduct Stakeholder Interviews<br>d) Conduct Focus Group Interviews<br>e) Conduct optional End User Survey<br>f) Provide Analysis and Recommendations<br>g) Develop IT Assessment Report |
| 3 | Develop Implementation<br>Plan               | a) Develop Project Prioritization Charter<br>b) Define IT Projects, Prioritize and Schedule Projects<br>c) Review and Discuss Deliverable                                                                                                                                   |

The IT Assessment deliverable includes a summary of findings and opportunities for improvement in each of the areas identified in the list of topics along with an associated maturity rating. It also identifies the list of recommended projects, their priorities and suggested timeline for implementation.

### 5.1.3 Technology Design

Plante Moran has a team of technology specialists that provide design, selection and implementation services for a virtually every technology solution used in education facilities. Specific technologies include: local and wide area networks, wireless solutions, servers and storage area networks, structured cabling, voice solutions, classroom collaboration tools, end user technologies, classroom presentation (sound and video), video production and distribution, video surveillance and door access control, mobile device management and curriculum specific solutions. We refer to the design of any of these systems as Technology Design.

Our philosophy to technology design is simple – teaching, learning and research needs should drive technology. In today’s marketplace there are many exciting technology solutions available. However an investment. While technology is rapidly changing, we see several trends occurring within education, all with the goal of increasing student achievement.

Plante Moran has worked with numerous universities on the planning as well as the design, selection and implementation of technology. We approach technology design using a tested yet flexible approach, using proven tools, techniques and methods for successfully completing these projects. We believe our methodology assures an overall solution that will adhere to best practices and industry standards, while accounting for the University’s unique requirements.

| 1 Planning & Design                                                                                                                                           | 2 Detailed Design & Selection                                                                                                                                                                                                                                                                                        | 3 Project Management                                                                                                                                                                                                                                                                                                                                                            | 4 Training                                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• Discovery</li><li>• Education, where appropriate</li><li>• Visioning, where appropriate</li><li>• Budgeting</li></ul> | <ul style="list-style-type: none"><li>• Conduct technology pilot where applicable</li><li>• Development of specifications</li><li>• Coordinate RFP release</li><li>• Detailed analysis of proposal and vendor due diligence</li><li>• Develop a recommendation</li><li>• Contract negotiation if necessary</li></ul> | <ul style="list-style-type: none"><li>• Project kick-off and detailed design/ configuration meetings</li><li>• On-site project review and management</li><li>• Risk mitigation</li><li>• Issue resolution</li><li>• Meeting minutes and status reporting</li><li>• Vendor AIA payment process</li><li>• Acceptance testing and punch list</li><li>• Project sign-offs</li></ul> | <ul style="list-style-type: none"><li>• Professional Development</li><li>• IT system administration/ support training</li></ul> |

We have provided additional details on our technology design services below.

#### Planning and Design

Technology changes quickly. This, coupled with curriculum changes, results in the need to revisit and refine technology acquisition budgets periodically, particularly if a university is implementing new technology through a multi-year capital investment or facilities development plan. This will allow the University to take

advantage of new technology advances, reductions in costs and changing instructional and research needs. The steps involved in the process include:

- Develop a detailed program of service, identifying projects, quantities and costs by building.
- Establish timelines, budgets, expectations and procedures
- Assess current building implementation and templates to determine any pertinent standards
- Develop a detailed project schedule, identifying bid packages and phasing.
- Periodically refine the budget and schedule within the parameters of the technology or facilities plan.
- Coordinate requirements with architect and construction manager

## Detailed Design and Selection

Plante Moran will prepare specifications within the parameters of the technology plan/design and write specifications for each component of the project (e.g., networks, servers, storage, classroom presentation, etc.). For each technology we review the needs of the University and confirm our understanding of University requirements. The final version of the design documents shall require that the resulting solution comply with all applicable laws, statutes, ordinances, codes, rules and regulations. The designed solution, when properly implemented, will yield a completed project that conforms to the Program of Services and the expectations of the University.

Our technology consultants typically assist in administering the bidding process, conducting a pre-bid meeting if appropriate, responding to vendor inquiries and issuing addenda. Once bids are received, we facilitate the analysis and selection process, frequently leading the analysis for technical solutions such as IT infrastructure and working with a committee for end user technologies including devices, presentation tools, collaboration solutions, copiers, etc.

## Project Management (Implementation Management and Sign-off)

For each issued RFP, we can provide project management, problem resolution, risk management and acceptance testing for all technology within the scope. Key activities include:

- Conduct detailed design meetings prior to implementation
- Participate in regularly scheduled meetings with the University and its technology staff, the architect, and the construction manager
- Closely monitor project timelines and budgets
- Ensure frequent communications with both the client and the awarded vendor; providing regular status updates via weekly emails and on-site project meetings as necessary
- Develop and maintain task plans for implementation which coordinate with the construction manager's work schedules
- Coordinate and monitor work relating to technology implementation
- Facilitate change order process within predetermined guidelines
- Review vendor payment applications and work with University personnel to process vendor payments. If the University uses the American Institute of Architects (AIA) payment process, we will follow this process as well.
- Review the technology implemented to ensure adherence to design and bid specifications
- Track and facilitate the resolution of issues (punch lists)

- Coordinate documentation delivery and review of documentation for accuracy and completeness.
- Conduct project sign-off

## Training

Typically, as a part of the project requirements, to address the University's need to provide operational support for an implemented system, we typically require that the vendor includes the University's technical personnel during the system design and implementation process. This process allows the University to be involved early on in the implementation process. Based on the complexity of the system being implemented, we may also mandate that an on-site & customized system administration training be included at no cost to the University.

Each of the differing technical solutions identified for inclusion in a technology design project will have distinct training requirements. Our approach includes tailoring each RFP to include training requirements which make sense for the technology in question, with the requirement that the vendor include that training to the University. Just as the overall project plan must consider the timing for release of each RFP in the context of when it makes sense to implement each technology, the timing of training activities and the availability of University staff to participate in those activities must be given consideration as well.

### 5.1.4 Contract Review and Negotiations Assistance

In support of many types of technology acquisition projects, we review the license and support agreements provided by the vendors and propose recommended changes to the contract. We work with the University to plan negotiations with the vendor. Working closely with the University's procurement department and legal counsel, contractual terms, conditions, and costs are reviewed with the goal in mind of recommending contract language changes designed to protect the University's long-term interests.

Terms and conditions relating to products or services, term and termination of the agreements, purchase and support costs, caps on price increases, recourse for non-performance by the vendor, software acceptance criteria, rights to the source code if vendor declares bankruptcy, warranties and incorporation of the vendor's response to the RFP, governing law, insurance coverage requirements, rights to major new releases, payment terms tied to major deliverables, controls over expenses, development of an implementation plan, on-going support criteria, etc., are reviewed. The University conducts vendor negotiations and makes all management decisions.

During this activity, based on funding availability and preferences, the University determines and concludes on the specific scope of hardware, software, services, and optional items which it will purchase from the vendor(s). In the case of an ERP procurement, we also review the Statement of Work (SOW) developed by the selected software vendor and provide input to the University for consideration before finalizing.

## 5.2 Management Consulting

Our firm has a long history of providing organization and management consulting services for our clients. We have assisted universities in redesigning student related processes and administrative processes, such as financial aid, student administration, finance, procurement and technology services. We provide a proven, comprehensive methodology for operational assessment and planning. The following can be included within the scope of a Management Consulting engagement:

- Process Redesign
- Data Analytics Solutions

### 5.2.1 Process Redesign

Business process redesign can generally be described as a comprehensive and systematic process review of an organization, department, or function. Key to the analysis is the identification of non-value added activities to streamline and simplify the process for improved performance outcomes for the customer – i.e., defining the compliance requirements of a financial process and reducing processes from a significant number of steps to just a few steps to transform operations. Reducing the number of process steps eliminates the majority of wait-time in processes, to have maximum impact on positive performance and customer service.

Such an analysis is designed to identify cost and service enhancement opportunities within the operation and devise methods for improving overall cost effectiveness. This type of operational improvement initiative also focuses on optimizing the use of resources and emphasizes improved operational performance and efficiency. Resources in this context may include personnel, facilities, technology, materials and equipment.

In conjunction with other initiatives, process mapping can be productive to understand and improve the current processes related to business activities. In order to do this, we conduct sessions to determine the current processes in place, evaluate them against best practice, and recommend future state processes that take into account a combination of best practices solutions as well as key University requirements.

Our team conducts sessions for each process area identified with key stakeholders to understand the current state. We also discuss interfaces to systems including the current ERP system and ancillary systems for each of the process areas. While we discuss the current process, we review opportunities for improvement and desired outcomes. If the process redesign is being performed in conjunction with an ERP assessment or selection project, we incorporate potential new system functionality, as well as best practices into the future state processes. The goal of the future state is to increase efficiency while also taking advantage of enhance functionality and internal controls.

Our approach includes facilitating the meetings to walk University staff through the processes and documenting the future state processes in Microsoft Visio™.

These sessions can identify:

- Process functions and outcomes
- Current process flow
- Issues with current process
- Opportunities for improvement
- Proposed future state process flow (documented in Microsoft Visio™)

## 5.2.2 Data Analytics Solutions

Higher education institutions have access to more data than ever before, but it has become increasingly challenging to apply that information to support management decisions and generate action. The complexity of drawing actionable insight from larger, disparate data sources often stands in the way of making better, data-driven decisions. With advanced analytics capabilities and business intelligence experience, Plante Moran's Analytics Center of Excellence works closely with industry experts in our Higher Education Consulting practice to help institutions address the unique challenges they face when gaining value from their data.

Plante Moran's Analytics Center of Excellence brings a collaborative approach to helping institutions discover where to invest in business intelligence and data analytics based on their site-specific needs and tools working to:

- Build an internal data analytics capability;
- Develop an analytics business case and roadmap;
- Identify analytics opportunities and risks around people, process, and technology; and
- Foster a data-driven organizational culture.

Plante Moran's Data Analytics Assessment Framework is a holistic approach that evaluates the effectiveness of the institution's data management processes and data analytics capability. Our methodology focuses on identifying the root causes of challenges that limit the institution's ability to gain the greatest value from its data.

## 5.3 Risk Management/Internal Audit

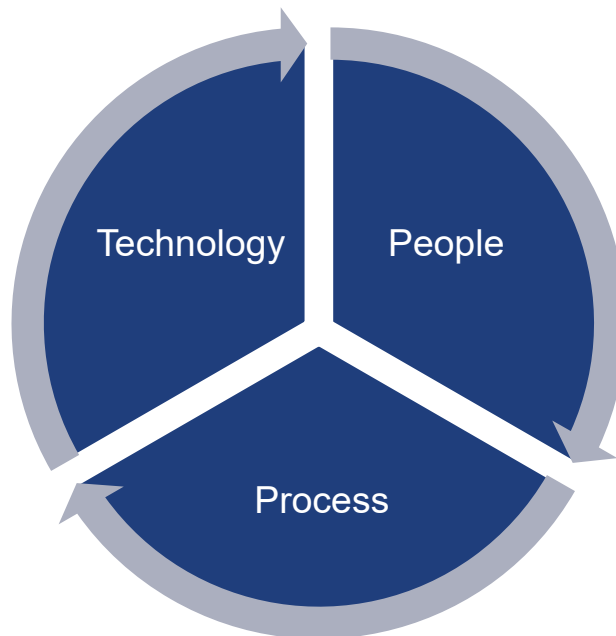
Plante Moran assists public sector clients in a variety of risk management and internal audit services. Our internal audit approach embraces the advisory role concept providing the audit committee with evidence based information for decision making to guide organizational strategies. Management and the Board gain visibility and transparency down into their operating processes to enable transformation through the power of risk management. The services we offer address many aspects of risk management including the following:

- Internal Controls
- Risk Management
- Technology Risk
- Cybersecurity
- Forensic Accounting

### 5.3.1 Internal Controls

We believe the best Internal Audit departments have shifted from focusing solely on detection of business-control breakdowns to providing solutions for business-control improvement. Our methodology is risk-based and controls-focused and designed to provide a level of assurance of the overall effectiveness of internal controls along with insights and suggestions to help improve business risk management activities. Our proven audit methodologies, fraud detection, and execution tools allow us to leverage the collective knowledge of our organization, including best practices, key performance indicators and lessons learned.

### The Internal Audit Process Components



Plante Moran strives to help clients achieve maximum efficiency in each phase of their Internal Audit function: **People, Process, and Technology**. Our services and solutions are focused on improving and maturing capabilities in these areas. Our end goal is helping clients achieve their strategic objectives while managing risk

in the most pragmatic, cost effective manner. Our internal audit methodologies focus on enhancing your risk assessment process, building an effective audit plan, compressing cycle times (planning, fieldwork and reporting) to deliver meaningful audit reports in a timely manner. This methodology increases management's visibility down into their operating processes to provide valuable, risk-based results to manage risks and improve business processes.

### 5.3.2 Risk Management

Plante Moran's risk management services help organizations protect value by taking a risk intelligent approach to managing strategic, financial, compliance, technology and operating risks. This approach helps our clients focus on their areas of increased risk, bridge silos to effectively manage risk across organizational boundaries and seek not only risk mitigation, but also pursue intelligent risk taking as a means to value creation. Our risk assessment achieves the following objectives:

- Incorporates a consistent approach to risk management into the culture and strategic planning processes of the organization, supporting the setting of priorities and making of decisions at the highest level, as well as at the department levels.
- Applies a consistent approach to risk response and control activities to support the organization's governance responsibilities for risk-taking, policy development, programs and objectives. In all cases, appropriate measures will be put in place to address unfavorable impacts from risks and favorable benefits from opportunities.
- Manages a transparent approach to risk through formal and informal communication and monitoring of all key risks, balancing the cost of managing the risk with the anticipated benefit. Risk management practices should be adapted to encompass best practices, specific circumstances and mandates.

### Risk Management Methodology

The internal audit function has evolved over the past decade due to a wide variety of driving forces ranging from economic volatility, governmental instability, regulatory and stakeholder pressures and a heightened demand for financial reporting transparency. No longer does the internal auditor solely perform transactional "check the box" sample testing to confirm compliance with policies and procedures. Rather, internal auditors have been forced to assume the advisory role to management and stakeholders to guide them through complicated control environment, risk management, and technology risk issues. Successful execution of an Internal Audit function must bring together understanding of business processes, people and supporting technologies with the ability to communicate risks that confront the organization. Plante Moran's internal audit approach embraces the advisory role concept providing the audit committee with evidence based information for decision making to guide organizational strategies. Management and the Board gain visibility and transparency down into their operating processes to enable transformation through the power of risk management.

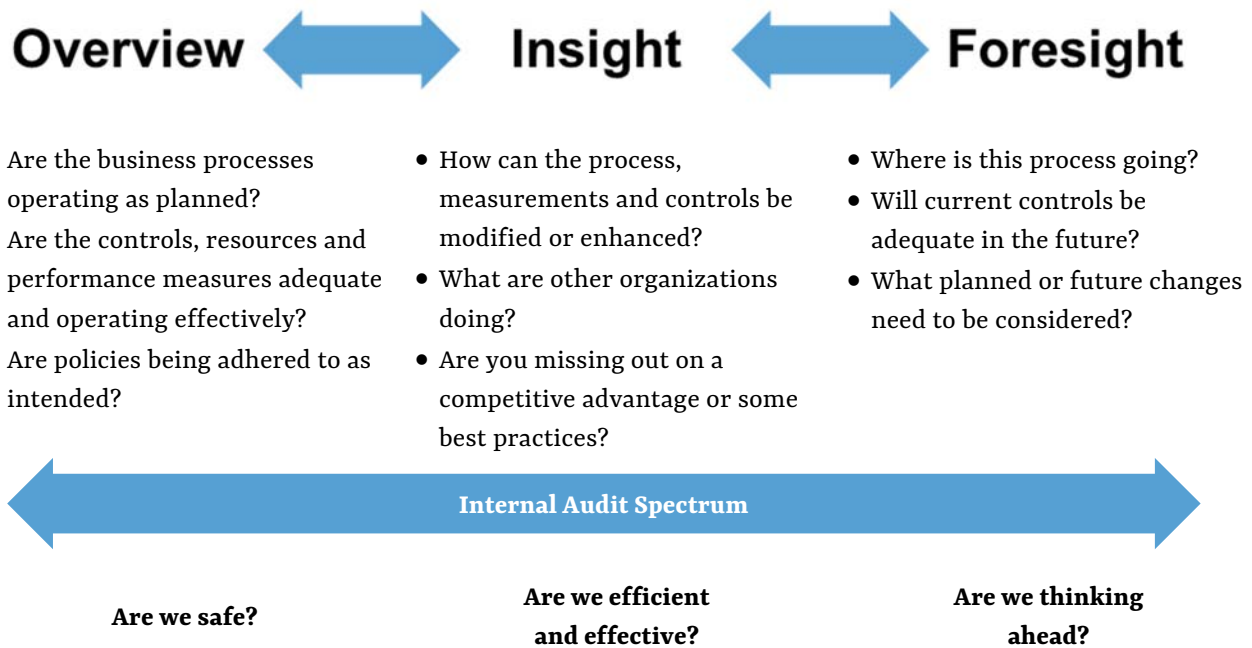
### Value

Today's internal audit function faces a variety of challenges: fulfilling a critical role within a University's governance structure, providing value-added recommendations designed to improve performance and serving as an independent advisor on organizational initiatives and strategies.

Keeping true to the Institute of Internal Auditors' definition of internal audit, we view internal audit as far more than "ticking boxes" and looking for historical errors and policy violations. To truly add value to your

organization, we must do more than just measure your compliance with internal and external requirements -- your service provider needs to move from “Oversight” to providing “Insight” and “Foresight” to management and the audit committee.

Our internal audit methodology focuses on providing **insight and foresight**, based on our wealth of knowledge and experience, to help you use your limited resources more efficiently and use an annual risk assessment to align the audit plan with your strategic plan, ensuring we consider opportunities to help your organization achieve its longer term objectives when setting the scope and areas of focus for individual projects.



Strong communication is the key to gaining the understanding needed to provide you with information that will help you succeed with more efficient processes, controls, and performance measures.

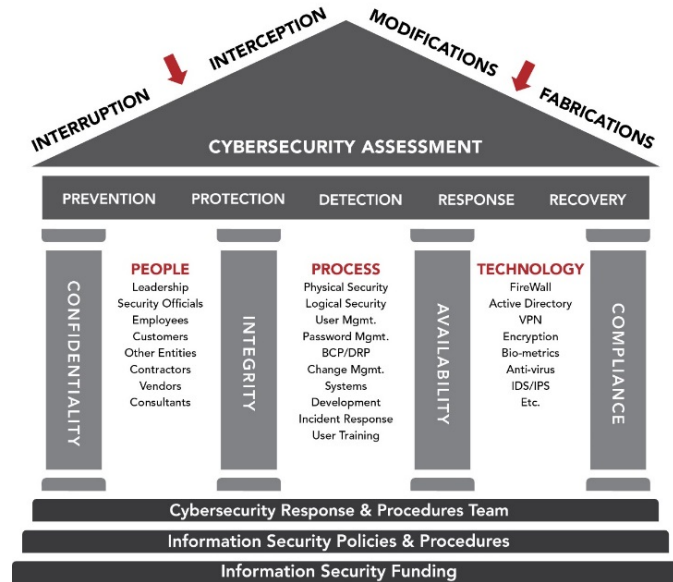
### 5.3.3 Cybersecurity

Our professionals have many years of experience dealing with the technology issues faced in both the public and private sector. Both as practitioners and through the execution of other IT audit arrangements, we have developed real-world tested perspectives on how to manage information technology. We also have gained considerable experience in the integration of technology-related risks that arise in the assessment of business process. Because of the variety of clients we assist, we also have experience working with the operating systems, hardware and software applications common to various industries including higher education. Examples of technology risk areas of expertise that are typically leveraged in the delivery of internal audit services are as follows:

- Security & Privacy
- Business Continuity
- Application Controls Effectiveness

A critical component for institutions today is to leverage Information Technology (IT) systems to maximize production efficiency while effectively controlling and securing their informational assets. The technology landscape is rapidly changing with the introduction of cloud computing, mobile technology, open source development, software-as-a-solution, social media, etc. As a result, organizations need to evolve their security and control framework to meet the changing landscape.

To assist our clients in defining appropriate security practices or assessing existing control structures, Plante Moran has developed a range of Cybersecurity services to assist our client's obligations for protecting the confidentiality, availability, and integrity of information and IT assets, as well as compliance with various security and privacy regulations.



Our services take into account various IT internal audit standards, Control Objectives for Information and Related Technology (COBIT), and the National Institute of Standards and Technology (NIST) Cybersecurity framework.

Many of our clients are concerned about Cybersecurity and often ask us — “**Are we protected?**”

- How secure are the systems, networks and IT vendors that we are depending on?
- Can management sign-off on our IT internal controls?
- Can we assure end users of the confidentiality, integrity, and availability of their information?
- Are we prepared to handle a cybersecurity incident?

Organizations value and view Cybersecurity, risk and control differently. Some of these differences are related to risk and threat profiles impacting an organization based on factors such as location, network environment, service offering, etc. Some differences are related to management's view of commitment to security and others on experience with prior cyber incidents.

Cybersecurity includes the application of administrative, technical and physical controls in an effort to protect against threats to the confidentiality, integrity and availability of company information. Because of the pervasive use and integration of technology throughout organizations today, these threats affect more than just IT, they affect the whole enterprise. With that in mind, an institution-wide security strategy, including cybersecurity awareness and active involvement of internal audit, is essential for the successful implementation of an effective cybersecurity framework.

Given the reliance upon technology and corresponding controls and current trends in security and electronic attacks, a properly designed and effective IT security controls architecture is critical to the confidentiality, availability, and integrity of data, and the continued reputable standing of the University.

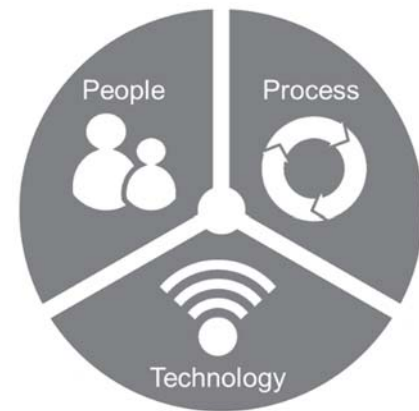
Based on the University's overall desire to secure sensitive and confidential data, our approach includes helping the institution identify existing control gaps and understand the corresponding risk exposure based on the current industry trends in cyber security.

## Overall Approach

To assist the institution with assessing their existing control structures, Plante Moran has developed a risk based approach that factors our client's obligations for protecting the confidentiality, availability, integrity of information and IT assets.

By focusing on three major considerations for effective information security implementations: "People", "Processes", and "Technology" our approach is flexible enough to assist our clients regardless of management's understanding or interpretation of risk, organization specific environment, or existing corporate culture.

The "People" component of information security includes end users, members of IT that monitor and administer security for the university, the management team that has overall responsibility for information security, and third-parties who have access (in different forms) to institutional data. The end users include students, staff, administrators, alumni, contractors, or consultants that access internal information systems, and customers that access online information systems. In simple terms, "People" includes anyone who accesses institutional information systems or data. The "People" effectively execute the processes (i.e., security awareness, proper usage of systems, clean desk, etc.)



The "Process" component involves the overall IT security governance model and the processes developed to manage various aspects of security, (i.e., physical and logical security, user access and password management, incident response, user awareness training, etc.) Importance should be placed on the process in place and not only the documentation of the process. As security evolves, so too should the "Process" for managing risk.

The "Technology" component includes security software and hardware that is deployed to manage information security. The "Technology" component of security is constantly evolving as new technologies are implemented and security software and hardware become available, such as encryption, bio-metrics, mobile security, anomaly detection, etc.

This risk focused, comprehensive, and collaborative approach will help drive the scope of our review for this project. It is a living and breathing collaborative process which will adjust as the institutional needs and information security risks change throughout our relationship.

By utilizing this approach, we provide our clients with a customized and targeted program that focuses on key areas of risk related to information security. We are continuously improving upon our approach through our years of experience completing thousands of information security audits.

Strong communication is the key to successfully executing our audit. We will have weekly closeout meetings with IT management to discuss the results of our work for the week. In addition, Plante Moran will meet with both IT and your management team to:

- Share the weekly results from our audit work
- Provide feedback on any additional items identified during the week
- Obtain feedback on issues identified or identification of mitigating controls, where applicable
- Obtain formal management responses to all agreed upon issues
- Present to the University leadership, if appropriate

### 5.3.5 Forensic Accounting

Plante Moran's forensic and accounting services team assists public sector organizations with investigations related to the prevention, detection, and quantification of losses due to inappropriate activities. Our team brings together accounting, auditing, and investigative skills to help organizations assess the quality of their internal controls and their ability to minimize the risk of fraud. We have developed a comprehensive set of forensic accounting skills and advisory services that enables us to serve you with care and sensitivity to help you manage the risk of fraud.

#### Prevention Plans

A prevention plan can help your institution proactively identify, assess, monitor, and review your risks. It will support your institution's efforts to mitigate losses due to occupational fraud. Organizations with active prevention plans, that include these specific controls, report lower losses and faster detection.

#### Risk Assessments

Results from a recent survey conducted by the Association of Certified Fraud Examiners (ACFE) cited that inadequate internal controls is the most common factor that allows inappropriate activities to occur. We conduct risk assessments to identify vulnerabilities, summarize current internal control weaknesses, and provide recommendations to strengthen those controls.

#### Data Mining

Data mining is the process of extracting patterns from data. It uses sophisticated data search capabilities and statistical algorithms to unearth patterns and correlations, and can be useful in a variety of applications, including detection of abnormal transactions. Several of the software products we employ include:

- Intella – Email analytics
- Thompson Reuters CLEAR - Background investigative software
- IDEA – Accounting transactional mining
- ProperSoft – Document conversion software to usable data
- Tableau – Unlimited data exploration with live visual analytics

#### Special Investigations

Where suspect activity is suspected, our independent professionals take the burden of investigation off management during what can be a highly charged, emotional situation. Our specialists have extensive experience investigating, documenting, summarizing detailed and complex accounting transactions, and communicating our findings in a clear and concise manner to management, administrative boards, and in court. The team conducts investigations in a discreet manner to determine the scope of the possible fraud, quantify the losses, and preserve the evidence.

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## 6. Training and Documentation Assistance

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*Describe the ability to assist in the development and offering of training and documentation.*

In the context of a client engagement, we will work alongside our clients and provide them with insight on best practice approaches that can be leveraged for that engagement of subsequent work activities. Our project reports will provide substantial documentation of the engagement effort and remain behind with the client as additional documentation and training.

Training and documentation can be included in the scope of services of a given engagement. These costs for these will be estimated and included in the fixed fee quote provided to the University.

## 7. Additional Training

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*Describe training options and associated costs. Include a catalog of training offerings and differentiation between technical staff and end-user training.*

Plante Moran does not offer stand-alone training services. From time to time, depending on the scope of the engagement, we will work with knowledgeable and experienced subcontractors to engage their assistance in meeting specific training needs. In such cases, the costs will be estimated and include in the fixed fee quote provided to the University.

## 8. References

*Provide examples of recent projects at higher education institutions comparable to James Madison University. Describe the project, time frame, end result, etc.*

Plante Moran has advised a host of clients across the categories of IT Consulting, Management Consulting, Risk Management and Forensic Accounting services. Below is a chart summarizing our experience across these categories. Following that chart are detailed references for four client engagements.

Table. 2 Summary of Higher Education Engagements

| Client Institution                            | IT Consulting | Management Consulting | Enterprise Risk Services |
|-----------------------------------------------|---------------|-----------------------|--------------------------|
| Auburn University                             | ✓             |                       | ✓                        |
| College for Creative Studies                  |               | ✓                     |                          |
| Calvin College                                |               |                       | ✓                        |
| Central Michigan University                   |               | ✓                     | ✓                        |
| Cleveland State University                    |               |                       | ✓                        |
| Eastern Gateway Community College             |               | ✓                     |                          |
| Ferris State University                       |               | ✓                     |                          |
| Glen Oaks Community College                   |               | ✓                     |                          |
| Grand Valley State University                 | ✓             |                       | ✓                        |
| Henry Ford College                            | ✓             | ✓                     | ✓                        |
| Highland Community College                    |               |                       | ✓                        |
| King's College                                |               | ✓                     |                          |
| Lansing Community College                     |               | ✓                     | ✓                        |
| Lorain County Community College               | ✓             | ✓                     |                          |
| Macomb Community College                      | ✓             | ✓                     |                          |
| Madonna University                            | ✓             |                       | ✓                        |
| Marygrove College                             | ✓             |                       | ✓                        |
| Michigan State University                     | ✓             | ✓                     |                          |
| Mid-Michigan Community College                | ✓             |                       |                          |
| Moraine Park Technical College                | ✓             |                       |                          |
| NC A&T State University                       |               |                       | ✓                        |
| Oakland Community College                     | ✓             | ✓                     |                          |
| Oakwood University                            |               | ✓                     |                          |
| San Jose/Evergreen Community College District | ✓             | ✓                     |                          |

| Client Institution                     | IT Consulting | Management Consulting | Enterprise Risk Services |
|----------------------------------------|---------------|-----------------------|--------------------------|
| St. Clair Community College            | ✓             |                       |                          |
| Saginaw Valley State University        |               | ✓                     |                          |
| Schoolcraft College                    |               | ✓                     |                          |
| Savannah State University              |               |                       | ✓                        |
| University of Houston System           |               | ✓                     |                          |
| University of West Georgia             | ✓             |                       |                          |
| Walsh College                          | ✓             |                       |                          |
| University of Wisconsin – Platteville  | ✓             |                       |                          |
| Youngstown State University Foundation | ✓             |                       |                          |

We have included references for the following clients:

### **University of West Georgia**

Dr. Kyle Marrero  
President  
Carrollton, GA  
678.839.6442

### **Information Technology Assessment**

Performed a comprehensive assessment of the University's IT support structure and overall operations. Project focused on IT staffing structure, technology infrastructure, governance, leadership, end user collaboration, and administration of technology. Project also included comparative research to determine key technology performance metrics and staffing levels at peer colleges.

### **Walsh College**

Helen Kieba-Tolksdorf  
Chief Financial Officer  
Walsh College  
3838 Livernois Rd.  
Troy, MI 48007  
248.823.1297

### **IT Service Provider Assessment and Selection**

Performed a detailed analysis of the College's IT services and needs. Assisted the College with evaluating its options and issued a Request Proposal for IT services. Analyzed the subsequent proposals, and evaluated the option to support IT internally. Assisted in contract negotiations. Major benefits achieved through our involvement with the client have been noted as follows: reduced costs, stronger and more detailed statement of work definition, more measurable SLAs. We have assisted the College with this project every time the IT Service Provider's contract is up for renewal.

### **Cleveland State University**

Stefan Magyari, CPA  
Director – Office of Internal Audit  
Cleveland State University  
2121 Euclid Ave  
Cleveland, OH 44115  
Rhodes Tower 921  
216.687.4620(office)  
216.687.5220(fax)  
s.magyari@csuohio.edu

### **IT Security and HIPAA Risk Assessment**

Performed a review and assessment of the University's IT environment to evaluate the level of security risk, identify potential security vulnerabilities. Reviewed IT controls in consideration of compliance under HIPAA Security Rule and HITECH ACT. The risk assessment focused on IT general controls integrated within infrastructure technology hardware and processes supporting transactions processing as well as core business applications that drive key transaction processing. Provided a comprehensive network security review for university IT systems on both the student and administrative networks. Evaluated controls established to protect medical related data maintained within the University's Medical Joint Venture with Northeast Ohio Medical University (NEOMED) databases, systems, and affiliated locations.

Project included internal, external and wireless environments, and included analysis of firewalls, routers, remote access, Internet, intranet, workstations, and student access.

Assessed the IT general controls in place to ensure the University was following best practices as it related to security, compliance and regulations.

## **Oakland Community College**

Mr. Robert Montgomery

CIO

2480 Opdyke Road

Bloomfield Hills, MI

248.341.2000

### **IT Operational Assessment**

Performed a comprehensive assessment of the College's IT support structure and overall operations. Project focused on IT staffing, funding, governance, technical environment and service delivery. Project also included comparative research to determine key technology performance metrics and staffing levels at peer institutions.

### **Administrative Services Review and Financial Aid Process Redesign**

Reviewed all aspects of administrative services and developed recommendations addressing organization restructuring, staff re-alignment and operational efficiencies. Facilitated redesign of financial aid processes resulting in streamlined processes and a fully documented set of procedures to help train new staff.

### **Activity Based Costing (ABC) Conceptual Design**

Upon the request of the CFO and Academic Leadership, the Plante Moran team facilitated the development of a conceptual activity based costing model that would provide consistent direct and indirect cost treatment in support of institutional budgeting and decision-making.

Using data analytics, particular attention was expended on projections of costs and revenues for programs/disciplines based on 'what if' scenarios, the determination of a break-even point for course section enrollment and the impact of online and campus specific delivery.

The resulting model provided data on the cost of programs and individual course sections, and was applied toward the annual budget process. Administrative and academic representatives worked together to review best practice costing concepts and guidelines, building upon the previous work of the Office of Institutional Effectiveness and resulting Plante Moran creation of a framework for an OCC costing model.

### **New York State Teachers’ Retirement System**

Mr. Kevin Schaefer  
Managing Director of Operations  
10 Corporate Woods Drive  
Albany, New York 12211  
518.447.2900  
kevin.schaefer@nystrs.org

### **Information Technology Assessment**

Assisted the New York State Teachers’ Retirement System (NYSTRS) by reviewing and assessing the organization and operation of its Information Services (IS) Department, including an assessment of the technical environment. As part of the engagement, we conducted group IS interviews as well as interviews with all end user departments. We also administered online end user surveys to all technology users to identify their overall satisfaction with the services provided by the IS Department and with the technologies in use at NYSTRS. Additionally, we administered surveys to other retirement systems, as identified by NYSTRS, to conduct comparative research and benchmarking. Overall, the major recommendations focused on improving top-to-bottom information technology governance, establishing a formalized project management structure, and implementing other key organizational changes so that NYSTRS can achieve their vision of being “the model for pension fund excellence and exceptional customer service.”

### **Grand Valley State University**

Brian Copeland, Associate Vice  
President for Business and Finance  
1 Campus Dr.  
Allendale, MI 49401  
copelabr@gvsu.edu  
616-331-2831  
copelabr@gvsu.edu

### **Network Security Assessment and IT Staffing Assessment**

Provided a comprehensive network security system for university IT systems. Project included both internal and external environments, and included analysis of firewalls, routers, remote access, Internet, intranet, workstations, and student assess. Assessment and recommendations were delivered to university and administration.

*We have also provided internal audit services to GVSU.*

## **Local References**

### **Spotsylvania County, VA**

Rich Maidenbaum, PMP  
Assistant Director  
Information Services  
540.207.4616  
RMaidenbaum@spotsylvania.va.us

### **ERP Implementation Options Analysis**

Conducted an ERP implementation options analysis to determine whether the County should continue their delayed ERP implementation project or seek an alternative solution that better meets their functional and technical needs. Interviews were conducted with staff representing all County departments. The results of this study was a comprehensive analysis comparing multiple options as well as a plan of action outlining recommended next steps for the County to proceed.

## City of Alexandria, VA

Mr. Tom Gates  
Assistant City Manager  
City of Alexandria  
301 King Street  
Alexandria, VA 22314  
703.727.9701  
tom.gates@alexandriava.gov  
  
City Population (2013): 149,000

## IT Assessment

The city retained Plante & Moran to review and assess the city's IT operations and to consider the manner in which IT services are currently delivered in the city and to identify opportunities for improvement. The assessment focused on how IT services are functionally aligned and governed in the city considering issues of centralization and decentralization, efficiency and effectiveness of operations, customer service standards and other matters that affect the quality of the city IT program.

## ERP Needs Assessment and System Selection

Conducted a needs assessment in order to provide a cost/benefit and return on investment analysis with respect to implementing a new ERP application. Activities included: interviews, data collection, benchmarking, and cost analysis.

We then assisted the City with the selection of an ERP system.

## Hampton Roads Transit

Ms. Sylvia Shanahan  
Finance Director  
3400 Victoria Boulevard  
Hampton, VA 23661  
757.222.6000 x6027  
sshanahan@hrtransit.org

## Financial Management System Needs Assessment

Performing a financial management system assessment project for HRT's financial and purchasing functions. The project included an analysis of the current applications environment to identify and assess future software options. Alternative options reviewed included increasing integration of existing systems, upgrading the existing legacy PeopleSoft environment and the feasibility of selecting and implementing an integrated financial management system software package. Project included options analysis, total cost of ownership calculation for each option, detailed as-is and future state process maps and a plan of action for future system migration activities.

In addition, Hampton Roads Sanitation District (HRSD) retained our services to perform a comprehensive assessment of their enterprise resource management (ERM) needs, assess the third party and best of breed solutions used by HRSD, identify key strategic options for moving forward, and to develop recommendations. This led to an ERP system selection engagement which included identifying detailed business requirements, developing an RFP, assisting with vendor analysis, and assisting with contract negotiations.

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## 9. Knowledge Transfer

*Describe the ability to provide for a thorough transfer of knowledge to JMU IT on any given project.*

Plante Moran is committed to serving our clients and make efforts to maintain relationships that create opportunities for our team to serve as trusted business partners. Our consulting team members, who are required to receive current and relevant professional development annually, will also bring best practices from other client engagements and industry associations, and will use them in developing interim work products, deliverables, and recommendations. They work side-by-side with our clients to share information and insights, and collaborate on other issues that may arise through the course of our engagement. Our team will work with James Madison University during the completion of the consulting efforts to provide the necessary support, training, or knowledge transfer requested.

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## 10. Project Management Approach

*Describe your approach to project management.*

Plante Moran utilizes a variety of project management tools to commit resources to each and every project. Our firm has extensive experience in using a project management methodology based on the principles in the Project Management Body of Knowledge (PMBOK). PMBOK, a set of principles developed by the Project Management Institute (PMI), provides a project management framework that can be used on projects of any size, type, complexity and industry to enhance the ability to complete projects on-time, within budget, within scope and meet project objectives while managing change that frequently occurs on any project. Our consultants have received extensive project management training, have conducted seminars and training in project management theory for clients, and have developed an extensive toolset of project management templates, tools and lessons learned from managing projects. In fact, many of these tools and templates have been adopted by our clients to manage their own internal projects. Some elements of our approach to managing projects are:

- Assign personnel to areas of the project where their expertise is required
- Ensure project expectations and scope are clearly defined up-front through development of a project charter
- Ensure frequent communications with the client
- Identify and anticipate potential project risks to minimize their occurrence and impact
- Closely monitor project timelines and budgets

In addition, the initial phase of all consulting engagements is the Project Initiation phase. It typically includes our approach for project initiation and on-going project management. We have included this below for your reference.

### Project Initiation and Ongoing Project Management

The purpose of this phase is to conduct activities that are relevant to managing the project and enhancing its success for JMU. Activities to be performed include the following:

- Conduct project initiation activities
- Define project organizational & governance structure
- Develop a formal project plan
- Provide ongoing project management

Additional details for each task are provided below.

Project initiation activities will be conducted to introduce the project team and finalize the project scope, deliverables and timetables. The key work steps for this task are listed below:

- **Conduct Project Kick-Off Meeting:** Conduct a project kick-off meeting that will define the objectives, timing, scope, anticipated staff involvement from various divisions and other items relevant to the project.
- **Define Project Deliverables:** Review the project deliverables with the assigned project team to ensure that the results are structured to best support the objectives of the project. The key goals framed in our statement of understanding will be discussed and incorporated into the final project scope.
- **Establish Project Collaboration Center:** Over the last few years, collaboration environments such as Microsoft's SharePoint Portal have become essential tools in which to establish project collaboration environments for large-scale projects. These environments can serve a variety of purposes including acting as a repository for documentation developed during the course of an IT Assessment engagement. As a firm, we have significant expertise in the use of SharePoint as an overall project repository for our engagements. We will work with JMU to establish a project collaboration environment using SharePoint that will serve as a document repository throughout the duration of the entire project.
- **Request Additional Information:** Prior to our onsite meetings and discovery process, Plante Moran will review existing documentation to gain a comprehensive understanding of the relevant background context and environment at JMU. During the project initiation, we will provide a formal Information Request List (IRL) that outlines the categories and types of documentation desired. We will also leverage our firm's internal tracking solution to help track and confirm the submission of all documents from JMU. Any provided documentation will be reviewed in subsequent tasks.
- **Schedule and Moderate Project Status Meetings:** We will schedule status meetings and/or conference calls with the project team and key stakeholders to have an avenue for on-going communication, project status updates, and project coordination. In this way, problems can either be avoided entirely, or addressed early on, to minimize wasted effort and keep the project on schedule. We will also identify target dates for key deliverables and on-site meetings.
- **Risk Mitigation, Change Management, Communications Plan:** Depending on the nature of the project, we can also assist with risk mitigation, issues log management, change management, communications planning and ongoing project budget management. We have a library of tools and templates to assist us with these efforts which will vary significantly, depending on the nature of the project (e.g., IT assessment, technology design, system selection, internal audit, cybersecurity assessment).

## 11. Staffing Plan

*Describe how your firm would propose a functional staffing plan indicating the number, characteristics, and schedule for the consultants.*

For each individual project, the Plante Moran team will develop a work plan that defines the project activities and the staffing required to complete the tasks. Depending upon the scope of work desired, we will identify and designate team members to fill the roles needed for the project (Note: not every project will have each role).

Table 3. Typical Project Roles

| Staff                                    | Role(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Partner</b>                           | <b>Engagement Partner/Account Manager</b><br>Has overall responsibility for ensuring that all Plante Moran services are completed within schedule and budget. Provides project quality control over Plante Moran deliverables and services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Colleague Partner</b>                 | <b>Colleague Partner</b><br>Depending on the project scope, we may assign a colleague on projects for JMU, providing the University with a second partner resource.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Project Manager</b>                   | Responsible for the day-to-day performance of the team, and strategic direction of deliverables. Assure that all tasks are completed on schedule, within budget and meet appropriate quality standards.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>IT &amp; Management Consultant</b>    | <b>Information Technology &amp; Management Consultant</b><br>Typical projects include: IT assessments, project management, shared services, organization/ operations reviews, contract negotiations and system selections.<br><br>May lead various Management and Information Technology consulting major work activities.                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Information Technology Consultant</b> | <b>Information Technology Consultant</b><br>Responsible for supporting information technology consulting projects focusing on IT infrastructure. Typically works at the direction of the Project Manager or more senior IT and Management Consultant<br><br>Typical projects include: <ul style="list-style-type: none"><li>• IT assessments, technology design (wireless, LAN, cable plant, classroom technologies and voice) (infrastructure), solution selection, and implementation management.</li><li>• ERP assessments, system selections, process redesign and implementation management.</li><li>• IT assessments, project management, shared services, organization/ operations reviews, process redesign, and system selections.</li></ul> |

| Staff                                        | Role(s)                                                                                                                                                                                                                     |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Risk Management Consultant</b>            | <b>Risk Management Consultant</b><br>Responsible for leading various cybersecurity consulting engagements including risk assessments, network vulnerability assessments, disaster recovery planning and compliance reviews. |
| <b>Enterprise Risk Management Consultant</b> | Responsible for leading various risk management consulting engagements including internal audit, general controls reviews and risk management assessments.                                                                  |

## 12. Subcontractor Qualifications

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*Describe the functions to be subcontracted and the expertise and credentials required from the subcontractor.*

When responding to a specific scope of work, Plante Moran will review the project activities to identify areas of work that can be completed by a subcontractor. Typically, these activities may include areas where the subcontractor can provide unique subject matter expertise, or a task that can be performed independently – examples include: peer comparative analyses, survey development and analysis, financial or evaluation model development, and process analysis and redesign. We would look for entities that have performed this work in the past, with special attention to whether they have local knowledge of JMU that can be leveraged by the Plante Moran team.

# Offeror Data Sheet (Attachment A)

## 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 93 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 #                                                                 |
|--------------------------------------------|-----------------------------|------------------------------------------------------------|----------------------------------------------------------------------------------------|
| University of West Georgia                 | June 2015 – September 2015  | 1601 Maple St.<br>Carrollton, GA 30118                     | Dr. Kyle Marrero, President<br>Tel: 678.839.6442                                       |
| Oakland Community College                  | 2014                        | 2480 Opdyke Road<br>Bloomfield Hills, MI                   | Mr. Robert Montgomery, CIO<br>Tel: 248.341.2000                                        |
| Cleveland State University                 | 2016                        | 2121 Euclid Ave<br>Rhodes Tower 921<br>Cleveland, OH 44115 | Stefan Magyari, CPA<br>Director – Office of Internal Audit<br>Tel: 216.687.4620        |
| New York State Teachers' Retirement System | August 2014 – December 2014 | 10 Corporate Woods Drive<br>Albany, New York 12211         | Mr. Kevin Schaefer, Managing Director of Operations<br>Tel: 518.447.2900               |
| Grand Valley State University              | February 2017 – May 2017    | 1 Campus Dr.<br>Allendale, MI 49401                        | Brian Copeland, Associate Vice President for Business and Finance<br>Tel: 616.331.2831 |

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

All services for this project would be based out from our headquarters located at Southfield, MI and from our branch office at Chicago, IL.

**Southfield**  
27400 Northwestern Highway  
Southfield, MI 48034

**Chicago - Riverside Plaza**  
10 South Riverside Plaza  
Chicago, IL 60606-3770

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

# Small Business Subcontracting Plan (Attachment B)

## ATTACHMENT B

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

**Offeror Name:** Plante & Moran, PLLC **Preparer Name:** Judy Wright, Partner

**Date:** 11/02/2017

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: **Information Technology Consulting Services RFP #MLO-981**  
 Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses  
 for this Proposal and Subsequent Contract

11/02/2017  
 Date Form Completed

Offeror / Proposer:

**Plante & Moran, PLLC**  
 Firm

**27400 Northwestern Highway, Southfield MI 48034**  
 Address

**Judy Wright, Partner / 248-223-3304**  
 Contact Person/No.

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

*(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 Member Institution Engagements

*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](http://www.VASCUPP.org)*

Plante Moran had no sales to any of the VASCUPP member institutions within the last twelve months.

# Proposed Cost

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

Our professional fees for any engagement requested by JMU, subject to the terms and conditions of the accompanying Professional Services Agreement, will be provided as a fixed fee (including travel), based on the value of the services provided.

We will use a blended hourly rate of \$245 per hour, including expenses, for any work arising out of this contract unless the project requires staff to be on site full time for more than 4 weeks. If this type of project occurs (i.e., one that requires full-time onsite support for more than 4 weeks), we respectfully request the opportunity to discuss an adjustment for travel expenses.

## Professional Services Agreement – Consulting Services

This Professional Services Agreement is part of the engagement letter for our consulting services dated \_\_\_\_\_ between Plante & Moran, PLLC (referred to herein as “PM”) and James Madison University (referred to herein as “JMU”).

1. **Management Responsibilities** – The consulting services PM will provide are inherently advisory in nature. PM has no responsibility for any management decisions or management functions in connection with its engagement to provide these services. Further, JMU acknowledges that JMU is responsible for all such management decisions and management functions; for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with PM’s engagement. JMU has designated \_\_\_\_\_, to oversee the services PM will provide.
2. **Nature of Services** – PM’s project activities will be based on information and records provided to PM by JMU. PM will rely on such underlying information and records and the project activities will not include audit or verification of the information and records provided to PM in connection with the project activities.

The project activities PM will perform will not constitute an examination or audit of any JMU financial statements or any other items, including JMU’s internal controls. This engagement also will not include preparation or review of any tax returns or consulting regarding tax matters. If JMU requires financial statements or other financial information for third-party use, or if JMU requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, JMU agrees not to associate or make reference to PM in connection with any financial statements or other financial information of JMU. In addition, PM’s engagement is not designed and cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, PM will inform you of any such matters that come to PM’s attention.

3. **Use of Report** – Depending on the nature of the project, at the conclusion of PM’s project activities, PM may provide JMU with a written report as described in this engagement letter. PM’s report will be restricted solely to use by management of JMU and JMU agrees that PM’s report will not be distributed to any outside parties for any purpose other than to carry out legal responsibilities of JMU. PM will have no responsibility to update PM’s report for any events or circumstances that occur or become known subsequent to the date of that report.
4. **Confidentiality, Ownership and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of JMU, including, but not limited to, information regarding trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to JMU, and PM will not use such information for any purpose other than its consulting engagement or disclose such information to any other person or entity without the prior written consent of JMU.

In the interest of facilitating PM’s services to JMU, PM may communicate or exchange data by internet, e-mail, facsimile transmission or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM’s obligations under applicable laws and professional standards, JMU recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM’s use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM’s possession.

Both JMU and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory

authorities or pursuant to a court order or subpoena, PM agrees to inform JMU in a timely manner of such request and to cooperate with JMU should JMU attempt, at JMU's cost, to limit such access. This provision will survive the termination of this agreement. PM's efforts in complying with such requests will be deemed billable to JMU as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon JMU's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. JMU acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests..

5. **Consent to Disclosures to Service Providers** – In some circumstances, PM may use third-party service providers to assist with an engagement. In those circumstances, PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for JMU. In order to enable these service providers to assist PM in this capacity, JMU, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of JMU's information to such service providers to the extent such information is relevant to the services the third-party service provider may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this agreement. JMU's consent shall be continuing until the services provided for this engagement agreement are completed.
6. **Third-Party Data** – PM may reference third-party data sources in performing the services described in this engagement letter. Third-party data may include publicly-available data, commercially-available data licensed to PM, or information obtained from other sources. PM will use its judgment, discretion, best efforts and good faith in evaluating the use of third-party data sources, but does not warrant or guarantee the accuracy, completeness, or timeliness of any data obtained from third-party data sources and disclaims any liability arising out of or relating to the use of data from third-party data sources. JMU acknowledges that any commercially-available third-party data sources referenced by PM are licensed to PM and PM's ability to share information obtained from commercially available third-party data sources is often restricted by the terms of use granted to PM by the licensor and, unless expressly set forth in the accompanying engagement letter, PM makes no representation or warranty that JMU will have access to data obtained from third-party data sources. If and to the extent PM shares information obtained from third-party data sources with JMU, JMU agrees not to disclose or redistribute any such third-party data to third parties without the express written consent of PM. This agreement does not convey to JMU a sublicense to any third-party data source unless expressly agreed to in writing and signed by a duly authorized representative of PM. However, nothing herein shall prevent JMU from directly contracting with or obtaining a license from any third-party data source if JMU determines, in its sole discretion, that any such direct contract or license to be in its best interest.
7. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on JMU personnel providing PM staff the assistance necessary to satisfy JMU responsibilities under the scope of services. This assistance includes availability and cooperation of those JMU personnel relevant to PM's project activities and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM's Fee Quotes, those Fee Quotes will be adjusted for the additional time PM incurs as a result.

In any circumstance where PM's work is rescheduled, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of PM's work. Because rescheduling its work imposes additional costs on PM, in any circumstance where PM has provided Fee Quotes, those Fee Quotes may be adjusted for additional time PM incurs as a result of rescheduling its work.

PM will advise JMU in the event these circumstances occur, however it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

8. **Force Majeure** – Neither party shall be deemed to be in breach of this engagement agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war or other violence, or epidemic (each individually a “Force Majeure Event”). JMU acknowledges and agrees that a Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
9. **Exclusion of Certain Damages** – Except to the extent finally determined to have resulted from PM’s gross negligence or willful misconduct, JMU agrees to limit the liability of PM and any of PM’s officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved allied third party service providers (collectively, “PM Persons”) for any and all claims, losses, costs, and damages of any nature whatsoever so that the total aggregate liability of the PM and/or the PM Persons to JMU shall not exceed the total fees paid by JMU to PM for the services provided in connection with this engagement agreement. JMU and PM agree that these limitations on PM’s and the PM Persons’ maximum liability are reasonable in view of, among other things, the scope of the services PM is to provide, JMU’s responsibility for the management functions associated with PM’s consulting services, and the fees PM is to receive under this engagement. In no event shall the PM or the PM Persons be liable to JMU, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit, punitive, exemplary, or other special damages. PM and JMU agree that these limitations apply to any and all liabilities or causes of action against PM, however alleged or arising, unless to the extent otherwise prohibited by law. This provision shall survive the termination of this engagement.

In the event this engagement agreement expressly identifies multiple phases of services, the total aggregate liability of PM to JMU shall be limited to no more than the total amount of fees paid by JMU for the particular phase of services alleged to have given rise to any such liability.

10. **Defense, Indemnification, and Hold Harmless** – Omitted- addressed within JMU Agreement.
11. **Time Limits** – Except for actions to enforce payment of PM’s invoices and without limiting any claims for indemnification hereunder, any claim or cause of action arising under or otherwise relating to this engagement must be filed within two years from the completion of the engagement without regard to any statutory provision to the contrary.
12. **Severability** – If any provision of this engagement agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
13. **Conflicts of Interest** – PM’s engagement acceptance procedures include a check as to whether any conflicts of interest exists that would prevent acceptance of this engagement. No such conflicts have been identified. JMU understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of JMU.
14. **Agreement Not to Influence** – JMU and PM each agree that each respective organization and its employees will not endeavor to influence the other’s employees to seek any employment or other contractual arrangement with it, during this engagement or for a period of one year after termination of the engagement. JMU agrees that PM employees are not “contract for hire.” PM may release JMU from these restrictions if JMU agrees to reimburse PM for its recruiting, training, and administrative investment in the applicable employee. In such event, the reimbursement amount shall be equal to two hundred hours of billings at the hourly rate stated in this agreement for the PM employee.
15. **Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.

- 
16. **Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Virginia, and jurisdiction over any action to enforce this agreement, or any dispute arising from or relating to this agreement shall reside exclusively within the State of Virginia.

**End of Professional Services Agreement – Consulting Services**

# Appendices

## Exceptions

### James Madison University RFP #MLO-981

#### TABLE OF PROPOSED EXCEPTIONS FROM PLANTE & MORAN, PLLC

| Page Number | Section / Reference   | Proposed Exception                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Rationale                                                                                                                                                                           |
|-------------|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 16          | O.<br>Indemnification | <b><i>Please Modify as Follows:</i></b><br><br>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, <b>to the extent</b> 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. | Plante Moran can agree to indemnify its clients but requests that the obligation be proportional to fault. Plante Moran cannot agree to indemnify clients for their own negligence. |

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# Thank you



plante moran | Audit. Tax. Consulting.  
Wealth Management.



October 17, 2017

**ADDENDUM NO. TWO**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# MLO-981**  
Dated: **September 15, 2017**  
Commodity: **Information Technology Consulting Services**  
RFP Closing On: **November 2, 2017 at 2:00 p.m. (Eastern)**

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

1. QUESTION: Can you provide the type(s) of video teleconferencing equipment being used by JMU? More than one brand was mentioned in the solicitation.

ANSWER: **WebEx, Skype, and Cisco**

2. QUESTION: Can you provide the brand of phone system being used by JMU? More than one brand was mentioned in the solicitation.

ANSWER: **NEC**

3. QUESTION: Does JMU currently use any of the three Federation Services listed: Shibboleth, CAS, OpenID?

ANSWER: **Shibboleth**

4. QUESTION: Which specific Cherwell products are installed and in use by JMU?

ANSWER: **IT Service Management**

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

Sincerely,

Matasha Owens, MPA, VCO, CUPO  
Buyer Senior



October 10, 2017

**ADDENDUM NO. ONE**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# MLO-981**  
Dated: **September 15, 2017**  
Commodity: **Information Technology Consulting Services**  
RFP Closing On: **November 2, 2017 at 2:00 p.m. (Eastern)**  
~~**October 19, 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 November 2, 2017 at 2:00 p.m.**
2. **QUESTION:** Will there be a pre-proposal conference for this RFP?  
**ANSWER:** **No.**
3. **QUESTION:** Can you please provide a specific scope of work for this RFP?  
**ANSWER:** **The University does not have a specific project at this time. The intent of this RFP is to establish a contract(s) that may be utilized by the University as information technology consulting needs arise.**
4. **QUESTION:** Since the RFP is not for specific services or a specific project, what will be JMU's process for moving from a list of "pre-qualified consultants" to the development of project scopes and task orders? How will JMU engage the firm(s) who are awarded a contract as a result of this RFP.  
**ANSWER:** **JMU IT will contact the firm and describe the project for which the University requires assistance. A statement of work will be requested and additional discussions will occur.**
5. **QUESTION:** Reference IV.1.1. *Other Technology & Systems*- Is there a specific technology and systems in which JMU would be seeking additional services for? Can JMU define what it means by "other technology and system?"  
**ANSWER:** **The University does not want to limit itself to the technologies that are currently being used, so JMU is simply stating that something in addition to what is described in the RFP may be required.**
6. **QUESTION:** Does this RFP include staff augmentation? If so, how many independent IT temporary staff does the University currently have?  
**ANSWER:** **The University is open to reviewing proposals for staff augmentation services; however, JMU is not currently seeking this service. The University does not have any IT temporary staff at this time.**



7. QUESTION: Are there any budget limitations for this project?
- ANSWER: **Budget limitations will depend on the specific project.**
8. QUESTION: Reference IV.1.1. *Other Technology & Systems*- Is JMU interested in receiving proposals for analytics, data integration, and mobile development?
- ANSWER: **The University is open to receiving proposals for these services.**
9. QUESTION: Reference IV.1.f. *Cisco Technologies, Infrastructure Support, and Virtualization* – Please clarify if only firms that are exclusive to Cisco Systems can respond to the RFP.
- ANSWER: **JMU utilizes Cisco technologies currently. The University is open to receiving proposals for other services.**
10. QUESTION: Are security, risk and compliance consulting/assessment services covered under this contract, relative to the technologies listed in the RFP?
- ANSWER: **The University is open to receiving proposals for these services.**
11. QUESTION: How many permanent IT employees does the University have and will this RFP cover providing those services?
- ANSWER: **JMU currently has over 130 permanent IT employees and does not intend to replace permanent university staff with external resources.**
12. QUESTION: Is there an incumbent for IT temporary and permanent staffing services for the University?
- ANSWER: **No.**
13. QUESTION: Would JMU entertain proposals that offered expertise in technologies indirectly supportive of the technologies listed on page 1 of the RFP? For example, software that addresses areas such as mobile and video for future JMU projects (i.e. iOS, Android, Rails, NodeJS)?
- ANSWER: **The University is open to receiving proposals for these services.**
14. QUESTION: Please provide clarification for desktop management. For example, OS administration/management, application administration/management, user support, etc.
- ANSWER: **JMU has a managed desktop environment that includes management and configuration of the OS image, which includes pre-configured standard applications. In this context, desktop management means all of the above.**
15. QUESTION: Is there an incumbent for IT consulting services? If so, please list the firm(s) previously on contract with the University.
- ANSWER: **Contracts were previously awarded to the following firms for RFP # MLO-665 dated October 15, 2012 for Information Technology Consulting Services: The Computer Solution Company of Virginia, Inc. (TCSC), LumenData, Inc., Advance Digital Systems, Planet Technologies, Dell Marketing LP, and Sycom Technology.**



16. QUESTION: Are we able to submit a partial technology response?
- ANSWER: **Offerors may submit proposals for one or all of the technology listed in the RFP. Offerors should identify their firm's technology specializations in their proposal.**
17. QUESTION: Reference IV.5.h. *NEC Voice an Collaboration Technologies* – Please clarify, in detail, what is meant by “conversion.”
- ANSWER: **Conversion means everything from analysis, planning and execution of data conversion, to the same for general conversion from one technology to another.**
18. QUESTION: Some aspects of the RFP seem to be more service-provider/integrator oriented (i.e. implementation, installation and configuration, conversion, and monitoring, administration, and updates.). As an independent consulting firm, we do not sell or physically implement any products; however, we do provide oversight of such vendor-provided services. Can JMU please explain what it means by these terms and confirm this RFP is for consulting services?
- ANSWER: **The service-oriented services are just a portion of what the University is interested in procuring. JMU is also interested in consulting services.**
19. QUESTION: Are we correct in our interpretation that there is no guarantee of work resulting from this RFP?
- ANSWER: **Yes, there is no guarantee of work from JMU; however, the resulting contract(s) will be cooperative and may be utilized by any public body, cooperative purchasing organizations, public or private health or educational institutions, or any University related foundation and affiliated corporation. See VIII.I. *Cooperative Purchasing/ Use of Agreement by Third Parties* for more information.**
20. QUESTION: If a proposal is submitted by a non-SWaM business that is teamed up with a subcontractor that is SWaM certified, will it have the same status as an offer from a SWaM certified business? If not, how will that difference be reflected in the evaluation?
- ANSWER: **See VI.A. *Evaluation Criteria* on page 6 of the RFP. Proposals submitted by SWaM certified firms will receive all points allocated to the evaluation criteria designated for SWaM participation. Proposals submitted by non-SWaM firms that include a SWaM certified firm as a subcontractor on their SWaM Utilization Plan (Attachment B) may receive a portion of the points allocated to SWaM participation. Note: Offerors will only receive points for SWaM certification received from the Virginia Department of Small Business and Supplier Diversity (SBSD).**
21. QUESTION: Are firms awarded services under this RFP precluded from selling products or services on which they are consulting? Example – If a firm is consulting on the VoIP telephone system, are they precluded from being the provider of that system?
- ANSWER: **No; however, the University intends to utilize the resulting contract(s) solely for the purpose of obtaining information technology consulting services.**



22. QUESTION: Reference IV.1. – Should we provide competencies/experience only on those items which we intend to provide to JMU?
- ANSWER: **Yes.**
23. QUESTION: Reference IV.8. – Does JMU want reference contact information as well as the project description.
- ANSWER: **Yes.**
24. QUESTION: Are there any specific labor categories that JMU would like offerors to price? Is there a pricing template that JMU would like offerors to use? Will the University accept pricing in terms of hourly rates?
- ANSWER: **See Section X. Pricing Schedule on page 17 of the RFP.**
25. QUESTION: Is there a specific format that JMU would like proposals to follow? Is there a page limit?
- ANSWER: **See Section V. Proposal Preparation and Submission on page 3 of the RFP. There is no page limit; however, proposals should be complete and concise.**
26. QUESTION: Will JMU accept proposals from offerors who respond to provide services in some, but not all technology categories?
- ANSWER: **Yes.**
27. QUESTION: Can an offeror propose and describe relevant IT services that are not specifically listed in the *Statement of Needs* section of the RFP?
- ANSWER: **Yes. Offerors should describe any proposed services not specifically listed in the RFP in their response to Statement of Needs question 1.i. Other Technology and Systems.**
28. QUESTION: Does JMU have any specific projects envisioned that fall into one or more categories over the next 6 months to a year? Can the University provide examples of these projects?
- ANSWER: **The University has numerous projects in the pipeline. We have not determined at this point whether outside resources will be required.**
29. QUESTION: Will the awarded firm(s) be asked to provide services on JMU's campus? If so, will IT provide workstations or an assigned work area?
- ANSWER: **The University is open to both on-site and off-site services. JMU is able to provide workstations and space in which to work.**
30. QUESTION: Please identify the number of users the awarded firm(s) will be providing support services for.
- ANSWER: **It depends on the service. JMU has nearly 30 thousand campus customers (including students, faculty and staff.)**



31. QUESTION: Will there be a requirement for the awarded firm(s) to travel or attend training away from the JMU worksite? If so, can you please provide the estimated frequency?

ANSWER: **No**

32. QUESTION: Will there be a requirement for the awarded firm(s) to provide IT training to JMU staff members?

ANSWER: **The University has utilized outside resources to provide training to IT staff members in the past, but not to the university community.**

33. QUESTION: Are the awarded firm(s) required to be on-call 24/7 or is there a prescribed 40 hour work week?

ANSWER: **It would depend on the service. Some IT staff support 24/7 services, but typically JMU does not require consultants to work beyond normal hours.**

34. QUESTION: Can you identify the type of hardware and software licensed application to be supported?

ANSWER: **The University uses too many different things to list them all. Offerors should respond with what their firm is capable of supporting.**

35. QUESTION: Will JMU IT provide tech refresh services (i.e. life cycle management) to the existing and new systems?

ANSWER: **That is typically the case.**

36. QUESTION: Is this RFP limited to firms who are registered with the State Corporation Commission in Virginia?

ANSWER: **See VIII. L. *Authorization to Conduct Business in the Commonwealth* listed on page 15 of the RFP.**

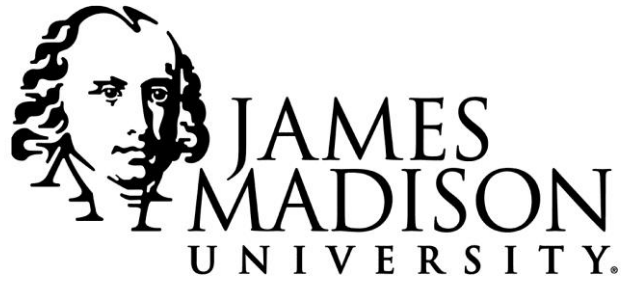
37. QUESTION: What is the period of time for questions to be submitted?

ANSWER: **Questions must be submitted no later than five (5) business days prior to the closing date and time. All questions should be submitted in writing and directed to Matasha Owens at [owensml@jmu.edu](mailto:owensml@jmu.edu).**

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-981**

**Information Technology Consulting Services**

**September 15, 2017**



**REQUEST FOR PROPOSAL**  
**RFP # MLO-981**

**Issue Date:** September 15, 2017  
**Title:** Information Technology Consulting Services  
**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 October 19, 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, Buyer Senior, Procurement Services, [owensml@jmu.edu](mailto:owensml@jmu.edu), 540/568-3137, (Fax) 540/568-7936 not later than five (5) 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-981*

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## **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 Information Technology Consulting Services 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 four (4) additional one-year periods.

## **II. BACKGROUND**

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and more than 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

James Madison University's Office of Information Technology is responsible for technology initiatives for campus. JMU was an early adopter of PeopleSoft/Oracle's Campus Solutions product, serving as a beta for its development and implementing it early. Additionally, we use Oracle's PeopleSoft Financials, Human Resources and the Interaction Hub for JMU's self-service portal. JMU uses Oracle's Identity Management suite. JMU actively manages Windows and Macintosh computer systems. The University's network is powered by Cisco technologies. A series of NEC Private Branch Enterprises (PBX's) and gateways constitute the Voice network. James Madison University is currently utilizing the following technologies:

- Oracle Identity Management Suite 11g R2 P3
- Oracle/PeopleSoft Campus Solutions 9.2; PeopleTools 8.55.x
- Oracle/PeopleSoft Human Resources 9.2; PeopleTools 8.55.x
- Oracle/PeopleSoft Financial Management 9.2; PeopleTools 8.55.x
- Oracle/PeopleSoft Enterprise Application Portal 9.2; PeopleTools 8.55.x
- WebLogic
- Desktop Management: Microsoft Windows and Macintosh (SCCM, JAMF, Apple Enterprise Connect)
- Encryption services (Dell Data Protection Enterprise, Apple FileVault)
- Microsoft Office 365
- Microsoft Active Directory
- Microsoft Exchange 2016
- Microsoft Skype for Business 2016
- Federation Services (Shibboleth, CAS, OpenID)
- Cisco technologies (including but not limited to network and video conferencing)
- Virtualization technologies (VMWare and Unidesk)
- Cherwell ITSM
- NEC Voice and Collaboration Technologies

## **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 desires to contract with qualified firms to provide expertise and a range of services to support technologies used by the University. Contractor shall serve on special projects as a technology expert when requested and as needed. Reports shall be provided back to the University summarizing options and providing recommendations. Contractor shall serve as a technology advisor to understand, communicate, and propose solutions as requested. Contractor shall serve as a resource of research, implementation, troubleshooting, and other technical tasks to support the efforts of James Madison University Information Technology (JMU IT) staff. Functional consultants shall be represented by the Contractor as experts in the tasks and functions assigned. The University reserves the right to accept or reject any proposed or assigned consultant, without cause, at any time during the duration of the contract.

1. Provide detailed corporate competencies/experience serving one or more of the technologies listed below.
  - a. Oracle Core Technologies
  - b. Oracle/PeopleSoft Enterprise Solutions
  - c. Desktop and Mobile Device Management
  - d. Microsoft
  - e. Security and Federation Services
  - f. Cisco Technologies, Infrastructure Support, and Virtualization
  - g. Audio Visual Technologies
  - h. NEC Voice and Collaboration Technologies
  - i. VoIP and Unified Communications
  - j. Cellular and RF Technologies
  - k. Distributed Antenna Systems
  - l. Other Technology & Systems
2. Describe approach and methodology to providing IT consulting services to James Madison University. Include how your firm would manage the scope of projects.
3. Provide the names, qualifications, and experience in personnel to be assigned to James Madison University. Designate who would be assigned as the primary contact for this account.
4. Describe the ability to provide continuity of consultants throughout the duration of a project.
5. Describe services available from your firm and/or partners and associated costs. Examples of services that could be included are:
  - a. Implementation

- b. Development
  - c. Project Management
  - d. Architecture and Design
  - e. Capacity Planning
  - f. Installation and Configuration
  - g. Performance and Scalability
  - h. Conversion
  - i. Monitoring, administration and upgrades
  - j. Operations metrics
6. Describe the ability to assist in the development and offering of training and documentation.
  7. Describe training options and associated costs. Include a catalog of training offerings and differentiation between technical staff and end-user training.
  8. Provide examples of recent projects at higher education institutions comparable to James Madison University. Describe the project, time frame, end result, etc.
  9. Describe the ability to provide for a thorough transfer of knowledge to JMU IT on any given project.
  10. Describe your approach to project management.
  11. Describe how your firm would propose a functional staffing plan indicating the number, characteristics, and schedule for the consultants.
  12. Describe the functions to be subcontracted and the expertise and credentials required from the subcontractor.

## V. PROPOSAL PREPARATION AND SUBMISSION

### A. GENERAL INSTRUCTIONS:

**To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.**

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
  - a. **One (1) original and seven (7) 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’s proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
  - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

#### B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- 1. Return RFP cover sheet and all addenda 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. Offeror Data Sheet, included as Attachment A to this RFP.
- 4. Small Business Subcontracting Plan, included as Attachment B to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
- 5. 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](http://www.VASCUPP.org).

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

## **VII. GENERAL TERMS AND CONDITIONS** (Revised 8/18/15 ABS)

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as

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

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

1. During the performance of this contract, the contractor agrees as follows:
    - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia,

relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

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

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the 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. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation

requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.
  3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
  4. Automobile Liability - \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$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](http://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](http://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](http://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.

## 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 four (4) 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](http://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. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- L. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

- M. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public,
- N. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- O. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- P. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- Q. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- R. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: 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.

## **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 an hourly rate broken down by position type for the proposed services. Provide onsite hourly rate that includes all billables (e.g. travel, lodging, etc.). Include pricing for all other products and services.

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

Years\_\_\_\_\_ Months\_\_\_\_\_

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

| CLIENT | LENGTH OF SERVICE | ADDRESS | CONTACT<br>PERSON/PHONE # |
|--------|-------------------|---------|---------------------------|
|--------|-------------------|---------|---------------------------|

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

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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:\_\_\_\_\_

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

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

**RETURN OF THIS PAGE IS REQUIRED**

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT**

Contract No. \_\_\_\_\_

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

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

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

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_