



COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract No. UCPJMU5321

This contract entered into this 8<sup>th</sup> day of October 2018, by **Symplicity Corporation** 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 October 8, 2018 through October 7, 2019 with nine (9) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal # MLO-972 dated June 29, 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 July 28, 2017,
  - (e) Addendum No. Two dated August 2, 2017;
- (3) The Contractor's Proposal dated August 8, 2017 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
  - (a) Negotiations Summary dated October 4, 2018,
  - (b) James Madison University Information Technology Services Addendum dated October 4, 2018,
  - (c) Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form dated January 29, 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: Justin Tan  
(Signature)

Justin Tan  
(Printed Name)

Title: COO

PURCHASING AGENCY:  
By: Matasha Owens  
(Signature)

MATASHA OWENS  
(Printed Name)

Title: Buyer Senior



**RFP # MLO-972, Disability Services Information Management System  
Negotiation Summary for Symplicity Corporation**

**October 4, 2018**

1. Contractor rescinds confidentiality of its entire proposal dated August 8, 2017 submitted in response to RFP # MLO-972 dated June 29, 2017.
2. Contractor's pricing for the Purchasing Agency is as follows and hereby replaces the Pricing Scheduled listed on page 44 of Contractor's proposal:
  - a. Accommodate Software Subscription: \$8,800 annually
  - b. One Time Implementation Costs:
    - i. Accommodate Setup including Kiosk: \$5,000
    - ii. Auto Import of Student/Faculty/Schedule Data: \$4,700
  - c. 2 Days of Onsite Training (includes all travel expenses): \$3,600  
(\$1,000 for each additional day)
  - d. Professional Services: \$225/ hour

**YEAR 1 TOTAL: \$22,100**
3. Subscription period shall run in accordance with the contract term.
4. Contractor shall enroll to receive electronic payments from James Madison University prior to invoicing the University for services provided under this contract.
5. All price increases shall be in accordance 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 (*see Special Term and Condition F. Renewal of Contract on page 18 of RFP # MLO-972*).
6. Billable hours shall be for actual work hours on authorized projects/tasks rounded to the quarter hour. Billable hours shall not include travel time.
7. Should additional travel be required during the term of the contract, 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>
8. Contractor has disclosed all potential fees. Additional charges will not be accepted.

**James Madison University**  
Information Technology Services Addendum

CONTRACTOR NAME: Symplicity Corp.

PRODUCT/SOLUTION: Accommodate

**Definitions:**

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

1. **Rights and License in and to University Data:** The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use the data as provided in the Agreement solely for the purpose of performing its obligations hereunder.
2. **Nonvisual Access To Technology:** All information technology which, pursuant to the Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the “Technology”) shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia. Compliance may be determined by the degree to which the product meets the recommendations described in the VPAT (Voluntary Product Accessibility Template) and/or WCAG 2.0 Level AA guidelines.
3. **Data Privacy:**
  - a. Contractor will use University Data only for the purpose of fulfilling its duties under the Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by the Agreement or as otherwise required by law.
  - b. University Data will not be stored outside the United States without prior written consent from the University.
  - c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under the Agreement. The Contractor will ensure that the Contractor’s employees, and subcontractors when applicable, who perform work under the

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

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

**4. Data Security:**

- a. Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
- b. Contractor will store and process University Data in a secure site and will provide a SAS 70, SAS 70 Type II, SSAE 16, or SOC 2, or other security report deemed sufficient by the University, from a third party reviewer along with annual updated security reports. If the Contractor is using a third-party cloud hosting company such as AWS, Rackspace, etc., the Contractor will obtain the security audit report from their hosting company and give the results to the University. The University should not have to request the report directly from the hosting company, or sign a nondisclosure agreement to receive it.
- c. Contractor will use industry-standards and up-to-date security tools, technologies and practices such as network firewalls, anti-virus, vulnerability scans, system logging, intrusion detection, 24x7 system monitoring and third-party penetration testing in providing services under the Agreement.
- d. Without limiting the foregoing, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at AES 256 or stronger.

**5. Data Authenticity, Integrity and Availability:**

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

**6. Employee Qualifications:**

- a. Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Agreement including but not limited to all terms relating to data and intellectual property protection.



**7. Security Breach:**

- a. Response. Immediately (within one day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
- b. Liability. In addition to any other remedies available to the University under law or equity, when applicable to the type of services being provided, Contractor will pay for or reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach. Contractor agrees to indemnify, hold harmless and defend the University from and against any and all claims, damages, or other harm related to such Security Breach.

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

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

**9. Data Transfer Upon Termination or Expiration:**

- a. Contractor's obligations to protect University Data shall survive termination of the Agreement until all University Data has been returned or Securely Destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.
- b. Upon termination or expiration of the Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 30 days of termination of the Agreement. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
- c. In the event that the University requests destruction of its data, Contractor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University and to complete any required Commonwealth of Virginia documentation regarding the destruction of University Data.

- d. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

**10. Audits:**

- a. The University reserves the right in its sole discretion to perform audits of Contractor at no additional cost to the University to ensure compliance with the terms of the Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If Contractor must under the agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, Contractor will at its expense conduct or have conducted at least annually a(n):
  - i. American Institute of CPAs Service Organization Controls (SOC) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests to Contractor's security policies, procedures and controls. Contractor shall also submit such documentation for any third-party cloud hosting provider(s) they may use (e.g. AWS, Rackspace, Azure, etc.) and for all subservice provider(s) or business partners relevant to this contract. Contractor shall also provide James Madison University with a designated point of contact for the SOC report(s) and risks related to the contract. This person shall address issues raised in the SOC report(s) of the Contractor and its relevant providers and partners, and respond to any follow up questions posed by the university in relation to technology systems, infrastructure, or information security concerns related to the contract. All documentation shall be provided free of charge and submitted to [IT-Assessments@jmu.edu](mailto:IT-Assessments@jmu.edu). The Contractor shall provide the SOC II report(s) and other necessary documentation annually 90 days prior to the contract anniversary date. The University should not have to request the SOC II reports or other assessment documents or sign a nondisclosure agreement.
  - ii. vulnerability scan, performed by a scanner approved by the University, of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement; and
  - iii. formal penetration test, performed by a process and qualified personnel approved by the University, of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement.
- c. Additionally, Contractor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Agreement.

**11. Compliance:**

- a. Contractor will comply with all applicable laws and industry standards in performing services under the Agreement. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.
- b. Contractor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Contractor, including but not limited to: the Family

Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA).

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

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

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

**JAMES MADISON UNIVERSITY**

SIGNATURE:

Matasha Owens

PRINTED NAME:

MATASHA OWENS

TITLE:

Buyer InProc

DATE:

10-4-18

**CONTRACTOR**

SIGNATURE:

Justin Tan

PRINTED NAME:

Justin Tan

TITLE:

COO

DATE:

Oct 4, 2018

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

- A. Section 2. of this Addendum is hereby deleted and replaced with the following:

**Nonvisual Access To Technology:** All information technology which, pursuant to the Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall use commercially reasonable efforts to comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia. Compliance may be determined by the degree to which the product meets the recommendations described in the VPAT (Voluntary Product Accessibility Template) and/or WCAG 2.0 Level AA guidelines.

- B. Section 4.b. of this Addendum is hereby deleted and replaced with the following:

Contractor will store and process University data in a secure site and will provide a SAS 70, SAS70 Type II, SSAE 16, or SOC 2, or other security report deemed sufficient by the University, from a third part reviewer along with annual updated security reports. If the Contractor is using a third-party cloud hosting company such as AWS, Rackspace, etc., the Contractor will inquire and assist the University in obtaining a security audit report from their hosting company, to enable the University to obtain the results of such reports.

- C. Section 5.c. of this Addendum is hereby deleted and replaced with the following:

The hosted software is accessible 24/7, with a 99.9% target uptime. 99.9% means that for 99.9% of the time during any calendar month, service shall be available. Unavailability is a condition in which University's users are unable to access the application. Unavailability does not include network availability due to: i) scheduled maintenance ii) inability of client to connect due to internet or telecommunication problems outside of the control of the Contractor iii) Any third party applications or integrations, or customizations client has requested. In order to receive any service credit, University must notify the Contractor within seven (7) days from the time University becomes eligible to receive a service credit. Failure to comply with this requirement will forfeit University's right to receive a credit. The aggregate maximum number of service credits to be issued by the Contractor to a client for any and all downtime periods and performance problems during any given month shall not exceed one month of service.

Service credits\*\* are issued as followed:

Length of Unavailability	Service Credit
1 to 4 hours of continuous unavailability below	99.9% 1 day of service fee Credit
4 to 48 hours of continuous unavailability below	99.9% 2-days of services fee Credit
48 to 96 hours of continuous unavailability below	99.9% 5-days of service fee Credit*

\* Each block of 96 hours of continuous unavailability thereafter shall be credited 5 days of service fees.

\*\* All service credits shall be applied to the next period of performance fees. Calculation of the credit will be based on the pro-rated portion of annual recurring fee that relates to the application which was unavailable.

- D. Section 7.b. of this Addendum is edited by adding for the following sentence:

This Section 7.b is subject to a cap of liability or expenditure during the term of the agreement of two times the total fees paid by the University to Contractor in the 12 months prior to the initial incident resulting in a claim under

this Section 7.b. or \$50,000, whichever is greater. However, nothing herein shall be deemed a waiver of the right of the University, the Commonwealth of Virginia, or their applicable insurer ("Commonwealth") to pursue compensation from Contractor in the event that the Commonwealth is found liable for or ordered to pay damages or costs for claims arising under or directly related to this section.

- E. Section 8.c. of this Addendum is hereby deleted and replaced with the following:

The University may access the University Data at any time during the term of the license utilizing the tools and reporting made available to administrators in the software. Any requests made by the University for custom extracts of data shall be provided by the Contractor at a mutually agreed upon cost.

- F. Section 9.b. of this Addendum is hereby deleted and replaced with the following:

Upon termination or expiration of the Agreement, Contractor will ensure that all University Data are securely destroyed as directed by the University in its sole discretion within 30 days of termination of the Agreement. University may access University Data at any time during the term of the license utilizing the tools and reporting made available to administrators in the software. Any requests made by the University for custom extracts of data shall be provided by the Contractor at a mutually agreed upon cost.

- G. Section 10 of this Addendum is hereby deleted and replaced with the following:

The University shall have the right, at its own expense, to audit the Contractor's compliance with the statutory regulations on data protection and the stipulations entered into between the parties (including the technical and organizational measures), by requesting information about and inspecting storage of the University data, and implemented policies and security incident reports, subject to reasonable prior notice of at least 14 days in advance, reasonable and appropriate confidentiality undertakings by University and its advisers and, to the extent reasonably possible, without interfering with the Contractor's regular business operations. Any Contractor information or documents provided to or accessed by Licensee under this Section 10 shall be deemed to be Confidential Information of Contractor under this Agreement unless determined to be within an exception to Confidential Information as defined under the Agreement. Any third party assisting the University with an audit may not be a competitor to the Contractor nor be compensated by the University on a contingency fee basis.

- H. Section 11.b. of this Addendum is hereby deleted and replaced with the following:

To the extent applicable to the designed and intended use of the service, Contractor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulations, and guidance applicable to the University and/or Contractor, including but not limited to: the Family Education Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), and Americans with Disabilities Act (ADA).

- I. The following Section 13. *Data Security Measures* is hereby added to this Addendum:

**Data Security Measures:** Contractor uses the following appropriate technical and organizational measures to protect University Data, which have to meet, at a minimum, the level required by applicable law:

- a. Admission control: Contractor employs appropriate physical safeguards to prevent unauthorized persons from gaining access to facilities where University Data is collected, processed and used. Such facilities may only be entered by the Contractor and/or Contractor's agents or authorized service providers.
- b. Entry control: Contractor endeavors to prevent unauthorized parties from accessing or using Contractor's data processing systems. Contractor shall require authentication and authorization to gain access to IT systems. Contractor has procedures in place to permit only authorized persons to access University Data internally or externally by using authentication procedures, except as otherwise enabled by Licensee.

- c. Access control: Contractor employs appropriate measures to prevent individuals accessing University Data unless they hold a specific access authorization. Contractor shall have in place appropriate procedures for controlling the allocation and revocation of University Data access rights. Contractor's systems that are used to collect, process and use University Data are protected by user identifiers, passwords and graded access rights. Contractor takes appropriate administrative safeguards to protect Contractor's services against external attacks.
- d. Transmission control: Contractor employs appropriate measures to ensure that Customer Data cannot be read, copied, altered or removed without authorization during electronic transmission. Contractor shall employ encryption technology while in motion to protect University Data held electronically.
- e. Input control: Contractor maintains logging and auditing systems to monitor activity related to the input of University Data.
- f. Availability control: Contractor protects University Data in the Contractor's possession against unintentional destruction or loss through a series of technical and procedural measures including firewall systems; monitoring; and back-up procedures. The technical and organizational measures described in this Section 4 are subject to technological advancements and further development. Contractor is permitted to implement suitable alternative measures, as long as the alternative measures do not reduce the level of security applied to the University Data. Contractor shall regularly audit and assess. Contractor's compliance with the technical and organizational security measures including periodic vulnerability and penetration scans. Contractor will store and process University Data in a secure site and upon request from University will provide a SAS 70, SAS 70 Type II, SSAE 16, SOC 2 or SOC 3, or other security report in accordance with the Contractor's security practices (it being understood that a summary auditor report is sufficient to satisfy this requirement), from a third party reviewer along with annual updated security reports.

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

AGENCY NAME: James Madison University

CONTRACTOR NAME: Symplixity Corporation

DATE: 1/29/2018

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/4215mic.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 <u>Matasha A. Dent</u>	CONTRACTOR by <u>Justin Tan</u>
Title <u>Buyer Senior</u>	Title <u>COO</u>
Printed Name <u>MATASHA DENT</u>	Printed Name <u>Justin Tan</u>

JUL. 2009



**REQUEST FOR PROPOSAL**  
**RFP # MLO-972**

**Issue Date:** June 29, 2017  
**Title:** Disability Services Information Management System  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Bldg.  
First Floor, Suite 1023  
Harrisonburg, VA 22807

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

**Sealed Proposals Will Be Received Until 2:00 p.m. on August 1, 2017 For Furnishing The Services Described Herein.**

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

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

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

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

Name and Address of Firm:

Symlicity Corp.  
3003 Washington Blvd Sct 900  
Arlington VA 22201

Date: 8/8/17

Web Address: [www.symlicity.com](http://www.symlicity.com)

Email: [c.guzek@gmail.com](mailto:c.guzek@gmail.com)

By: 

Name: Chris Guzek (Signature in Ink)

Title: Director Strategic Accounts (Please Print)

Phone: 202-236-5456

Fax #: —

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 CG #2 CG #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.**



## JMU REQUEST FOR PROPOSAL SYMPPLICITY RESPONSE

RFP# MLO-972

Chris Guzek  
Strategic Account Manager  
Symplicity Corporation  
[cguzek@symplicity.com](mailto:cguzek@symplicity.com)  
3003 Washington Blvd  
Suite 900, Arlington VA 22201

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## Executive Summary

Symplicity is pleased to present our capabilities, technical approach, and past performance references for JMU's RFP to aid the Office of Disability Services. Symplicity is excited at the opportunity to expand its relationship with the James Madison University as we currently work with the Career Services Department aiding in their engagement with students around career readiness and employability. Note that if chosen as the vendor for this project, not only does the discount apply to this solution, but will be equally applied to the Career Services contract. This allows for a larger reduction in cost to the university as a whole. On a more personal note, as a graduate of James Madison, I am excited at the opportunity to work with this office and ensure future Duke Dogs are given a high-quality solution to support their needs.

To meet the requirements set forth in this proposal, Symplicity is offering its Accommodate web-based system. Symplicity offers JMU this solution via Software-as-a-Service (SaaS) hosted from Symplicity's cloud, the fastest, more secure cloud in higher education computing.

Symplicity understands that JMU requires a contractor who has the skills and experience delivering state-of-the-art accessibility services management systems, to effectively deploy an information system and to work in partnership with the institution to advance the current set of business processes to maximize the effectiveness and efficiency of the various departments involved in managing its accessibility services management processes. The solution will allow the most novice-level, authorized user to manage the accommodation requests, deliver timely accommodation related information to students and key staff, and track outcomes – all in the shortest time possible, with minimal prior training or instruction.

Symplicity's products and vast experience in deploying state-of-the-art web-based applications will provide JMU with an unprecedented level of technological expertise to assist the institution in meeting and exceeding the objectives set forth in this solicitation.

First and foremost, Symplicity's Accommodate product is incredibly feature-rich providing robust online tools to meet and exceed JMU's functional expectations/requirements. And delivered as SaaS from a state-of-the-art infrastructure and data center, the solution is the fastest- performing online accommodation request and accommodation case management system available.

Symplicity's has an unprecedented level of technological expertise to assist the ODS in meeting and exceeding their objectives. Should JMU Office of Disability Services select Symplicity, your staff and students will be able to take advantage of:

- Zero IT footprint. All solutions operate completely in Symplicity's secure cloud. Your staff, faculty, and students access Symplicity systems through web browsers.
- Flexible and configurable systems that match your institution's DNA and help you manage both your intake and resource allocation process in a streamlined, digital, modern way.
- Interactive, insightful reporting and analytics to help identify and respond to needs.
- Fully auditable, reportable, and exportable activity logs for every login, edit, update, upload,

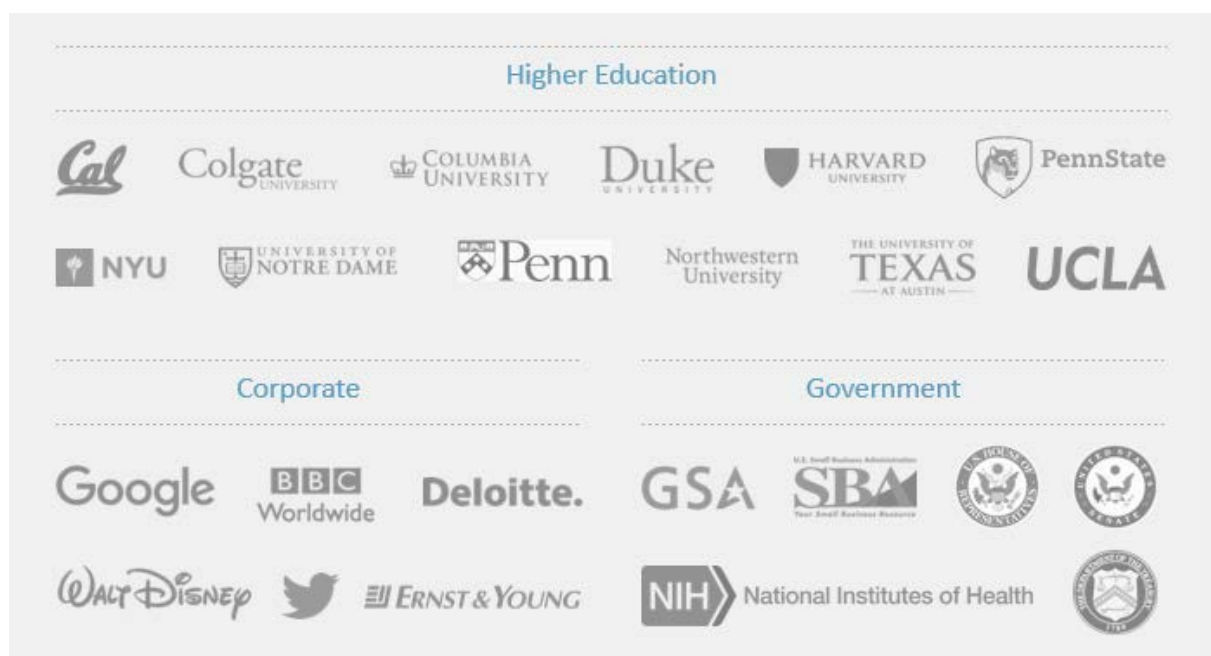
interaction, and decision.

- A dedicated account manager who has worked in Higher Education and is familiar with your work, challenges, and needs.
- Live phone and email help desk for technical questions.
- A highly-experienced implementation specialist to get you up and running.

## Company Overview

Symplixity is a CMMI Level 3, leading provider of information technology solutions in the education and government sectors. Most of our 200+ full time employees work from our Arlington, Virginia headquarters to deliver data-driven, web-based SaaS applications; enterprise information systems architecture and development; network design and management; systems and software engineering; network integration and management; information security; and enterprise systems management.

Since 1996, higher education, government, and corporate institutions have benefitted from Symplixity's technology and process expertise to supplement and enrich their own internal processes. Thousands of higher education customers worldwide use Symplixity software every day to drive student and operational success for students, faculty, staff, and administration. As our company celebrates its 20<sup>th</sup> year in business, we are proud to report that Symplixity technology continues to deliver tremendous value in all areas of the student lifecycle, from admissions to residential life to student conduct to career services. We stand in partnership with our higher education customers and look forward to adding JMU to our ever-growing client list.



# Symplicity Functional Response

## Application Functionality:

### **1) Describe the system's ability to track student information, documentation, accommodations, case notes/correspondence, appointments, course schedules, etc.**

Accommodate has a student module (store student information), course catalog module (store class schedule information), appointment module (to store/create availability/request appointments with staff members) and an accessibility request module (for accommodations, case notes, documentation, correspondence).

Students complete the intake form, where they have the option to specify their disability, choose/describe accommodations required and upload documentation within a completely customizable form.

Staff users from the disability services office accept & review the student within their newly created case file, matching their name to the student record in the system (as populated by the SIS, if applicable).

Staff users oftentimes utilize the appointment module to create staff availability, which they then use along with the student's course schedule to schedule an intake meeting.

After meeting with the student, the next step is usually to approve/deny accommodations for the student and create the relationship with student's enrolled courses.

Equipment may be checked out at this time, where JMU is able to create their own, unique equipment inventory list and track check out dates, due dates and overdue equipment.

An official letter, which can be customized (or multiple unique letter templates may be created for different offices/staff members to be utilized here), is sent to the student that includes all applicable information, including accommodations, descriptions, approval/denial, courses and semesters. By default, this letter can be sent directly to the student with any additional recipients, CC's or BCC's added. The system may also be adjusted to send directly to faculty members with students CC-ed – this means that a unique letter is sent to each faculty member about their course for which the student is enrolled.

Throughout this whole process, and any time after, documents, notes, equipment, letters and appointments may be added.

There is a semester request workflow that students may log into their interface to complete (or staff users may do on their behalf) in order to ask for their accommodations to be re-approved for the upcoming term for their newly enrolled courses. Only accommodations that the student has already been approved for appear in this workflow.

There is a supplemental request option that students may log into their interface to complete (or staff users may do on their behalf) where students may request new accommodations not previously approved during the initial workflow.

Screen shot of an example case file below:

## 2) Describe the system's ability to provide notetaking, exam accommodations, alternative formats, equipment tracking, and archival storage.

### Note Taker Module:

Accommodate has a note taker module that allows students to be assigned to note takers, who then upload notes by either logging into their student interface portal or by using the public note taker drop off portal. Students are given access to the note taker module by being approved for an accommodation (and having that accommodate attached to courses) that allows them to utilize it, as controlled by the staff users.

Once they have been approved for the specific accommodation for specific courses, staff users may then assign note takers to that student so that when they log into their interface, they are able to see all of the notes for all of their courses. Students are notified by an email and/or text message that a note has been uploaded for them. Note Takers are set via the course catalog or their student record by staff users and are sent reminders to upload their notes every X number of days.

Note Taker [back](#)

Current

Past

Pending Assignment

Note Taker Assigned

Note Takers

Keywords

Apply Search

Save Defaults

More Filters

Batch Options

Items 1-20 of 25

Showing 20 | Jump 1 | Next

	Actions	Accessibility Request	Student	Requested Accommodation	Date Needed	End Date	Approved	Note Taker
<input type="checkbox"/>		A00092-2017Ronnie Jimenez	Ronnie Jimenez	Note taking or assistance with lecture notes	August 15, 2017	December 15, 2017	Completed	MEC352 (Mechanical Engineering 352) Assign a note taker <div></div> Assign
<input type="checkbox"/>		A00097-2016Ralph Rodgers	Ralph Rodgers	Note taking or assistance with lecture notes	August 15, 2017	December 15, 2017	Completed	MEC352 (Mechanical Engineering 352) Assign a note taker <div></div> Assign

## Exam Accommodations:

Accommodate has a Test Room Booking module that allows students to have access to the module based on being approved for specific accommodations, as controlled by the staff users. Staff users create room availability that they are able to control down to the slot/desk level. For example, they are able to say that Room A has an end time of 5pm (which would tell the system to not let a student book a 2hr exam starting at 4pm) and has 10 desks available. 2 of the 10 desks can be set for JAWS accommodations only, meaning only students with an approved accommodation for JAWS can book those slots so they are not accidentally taken by students who would not require the software on that computer. Students are able to log in > go to the test room booking module > choose the course > then choose date/time for the exam.

Staff users can force students to only pick times that are for the date/time of their course or can turn on a final exam functionality. The system is also able to “do the math.” If a student has been approved for 2x extended time and the exam length given by the faculty member is 30 min, the system will know to automatically book that student for 60 min. Staff users may do all of this on their interface as well on behalf of the student. Additionally, faculty members may be given access to approve/deny test room booking accommodations as well as upload exams for their courses to be used within this module.

### Manager Interface:

The Manager Interface for Test Room Booking shows a search and filter section at the top with tabs for 'Approved', 'Pending', 'Archived', and 'Schedule'. Below this is a 'Keywords' search bar and buttons for 'Apply Search', 'Save Defaults', and 'More Filters'. A table below displays booking information with columns for Actions, Student, Exam, Testing Room, Testing Date, Testing Time, and Course (Object). The table shows one booking for 'Armando Cilaire' for a 'Summer Final' exam in 'Alternate Testing Room Main' on 'July 27, 2017' at '1:00 pm' for 'American History 300 (HIS 300)'. Navigation buttons like 'Batch Options', 'Add New Alternative Testing Room Booking', and 'Find Availability' are present.

Actions	Student	Exam	Testing Room	Testing Date	Testing Time	Course (Object)
<input type="checkbox"/>	Armando Cilaire	Summer Final	Alternate Testing Room Main	July 27, 2017	1:00 pm	American History 300 (HIS 300)

### Student Interface:

The Student Interface for Test Room Booking shows a navigation bar with links to Home, Accommodations, Appointment Request, Profile, Documents, Resources, Note Taker, Forms/Surveys, Events, Testing Rooms, and Calendar. The 'Testing Rooms' link is active. Below the navigation bar, the page title is 'Alternative Testing Rooms'. On the left, there are filters for 'Course' (set to 'American History 151') and 'Exam'. Below these is a section for 'Specific Accommodation Required' with a dropdown menu set to '[select]' and a 'Clear' button. A checkbox for 'Assistive Technology/JAWS' is checked. At the bottom of the filters are buttons for 'Refine Results' and 'Back To My Booked Rooms'. On the right, a list of available testing slots is shown for various dates: Friday, Jul 28, 2017; Monday, Jul 31, 2017; Wednesday, Aug 2, 2017; Friday, Aug 4, 2017; and Monday, Aug 7, 2017. Each date has a slot at 1:00 pm in Lake Hall 126, with 6 of 6 slots available.



#### Alternative Formats:

Accommodate allows manager users to create alternative text intake forms so that students who require alternative text can request them, as well as give information about the Publisher, ISBN, and course information.

*A large enhancement/expansion to this process is coming in 2018 (see roadmap details in section H7 of this RFP).*

---

## Alternative Text: Intake for Fall 2017

Submit ►

### Response

**First Name\***

**MI**

**Last Name\***

**Email\***

**Class Title**

**Class Section/Code**

**Textbook Title**

**ISBN**

#### Equipment Tracking:

Accommodate can store an unlimited amount of inventory that staff are able to check out for their students and track within their case file record. There are automatic emails attached to equipment that include a reminder X number of days before the equipment is due, the day the equipment is due and X number of days after it was due (overdue), along with a confirmation email once the equipment has been returned.

### List view of check out:

Equipment [back](#)

Search

Check Out History

Currently Checked Out

Available (based on checked out status)

Overall Equipment Inventory

Active

Overdue




Keywords

Apply Search

Save Defaults

Batch Options

Items 1-10 of 10

	Actions	Request #	Student	Equipment	Checkout Date	Due Date	Returned
<input type="checkbox"/>		A00069-2016	Bo Biswonger	Headphones (1)	July 05, 2017	August 16, 2017	no
<input type="checkbox"/>		A00080-2017	Rhonda Paika	Ergonomic Table	July 03, 2017	-	no
<input type="checkbox"/>		A00072-2016	Milo Carlin	Screen Monitor Magnifier	June 08, 2017	August 16, 2017	no

### Check out form:

Core
Supplemental 2
Semester Request 1
Meetings 2
Letters Sent
Equipment 1
Documents 2
Notes 1
Event Log

\* indicates a required field

#### Accessibility Equipment Checkout

Equipment\*  To view all available equipments, click on ? icon.

Comments

Checkout Date\*

Due Date

Return Date

Returned ☐ yes ☐ no

#### Enrolled Courses

Summer 2017

American History 151  
T597513160 Charley Beland [CharleyBeland@test.edu](mailto:CharleyBeland@test.edu)  
HIS 151  
0  
Monday, Wednesday, Friday  
Summer 2017  
May 15, 2017  
August 15, 2017  
1:00 pm  
2:00 pm

American History 300  
T597513160 Charley Beland [CharleyBeland@test.edu](mailto:CharleyBeland@test.edu)  
HIS 300  
Tuesday, Thursday  
Summer 2017  
May 15, 2017  
August 15, 2017  
4:00 pm  
5:30 pm

Introduction to Statistics  
043043 Lorelei Anderson [lsanders@demo.edu](mailto:lsanders@demo.edu)  
MAT 120  
Monday, Wednesday  
Summer 2017  
May 15, 2017  
August 15, 2017  
1:00 pm  
2:30 pm

[show \[2\] more](#)

#### Accommodation

A00061-2017	200% Extended Testing Time	Summer 2017	Completed
A00061-2017	JAWS	Fall 2017	Completed
A00061-2017	Assigned Note-Taker	Summer 2017	Completed

### Archival Storage:

Appointments, note taking assignments/notes, test room booking requests and case files are all archivable (with automatic archiving functionality included). This storage is unlimited and is kept as archived forever.

You are never forced to remove data – archived is meant to stay that way so all of your data is reportable for all time.

3) Describe the system's 508 compliance, including the Voluntary Product Accessibility Template (VPAT) and details regarding compatibility with assistive technologies.

See Appendix for VPAT

4) Describe students' and professors' ability to access services on-line (e.g. viewing access plans, submitting applications, release forms, and confidential documentation).

Accommodate comes with both a student interface and a faculty interface, which allows for direct logins for each (local username/passwords, shibboleth, SAML, CAS, LDAP, etc).

Students:

View their case file (only the fields that you allow them to see), submit supplemental requests, submit semester requests, view letters (generate as PDF or print directly), view checked-out equipment, and documents (only if staff users allow students to see this tab. If staff users choose to allow students to see this option, they are able to designate "Allow Students to View: y/n" for each document uploaded).

Students may also request appointments based on staff availability, request test room booking requests, view note taker notes (or upload notes as a note taker), view uploaded resources and see their own personal profile (based on field staff allows them to see).

The screenshot shows the 'Accommodation' section of a web application. At the top is a navigation bar with links: Home, Accommodations, Appointment Request, Profile, Documents, Resources, Note Taker, Forms / Surveys, Events, Testing Rooms, and Calendar. Below this is a welcome message 'Welcome, Harry Smith.' and a 'My Account' link. The main heading is 'Accommodation'. Below the heading is a sub-navigation bar with tabs: Accommodation Request (selected), Supplemental, Semester Request, Letters, Equipment, and Documents. A 'Schedule Alternative Test' button is visible. The main content area displays details for an 'Accommodation Request' with the following information:

- Request #**: A00081-2017
- Student**: Harry Smith
- My diagnosed disability falls into the following category**: Physical, Medical, and Psychiatric /Visual, Learning Disabilities/ADHD/ADD
- What accommodations are you requesting?**: Accessibility Accommodation
- Accommodation Type**: Test Accommodations/200% Extended Testing Time

On the right side, there is a section titled 'ACCOMMODATION' with three dropdown menus showing the request ID: A00081-2017, A00081-001-2017, and A00081-002-2017.

Faculty:

View their courses and enrolled students (based on user rights), View/Upload notes (based on user rights), Approve/Deny test room booking requests (based on user rights), upload/view exams, see their own personal profile, and view uploaded resources.

Home Courses Events Calendar Surveys Resources My Account

Welcome, Charley Beland.

## American History 300 (HIS 300)

software by simplicity™

Course Details Enrolled Students **Room Bookings** Exam Course Notes

**Approved** Pending

Testing Date  Select Clear to  Select Clear Testing Room

Keywords

Apply Search

Batch Options

Items 1-1 of 1

Actions	Student	Exam (Object)	Testing Room	Testing Date	Testing Time
<input type="checkbox"/>	Armando Cilare	Summer Final	Alternate Testing Room Main	July 27, 2017	1:00 pm

Items 1-1 of 1

Accessibility Services Management System [Privacy Policy](#) | [Terms of Use](#)

**5) Describe the system's ability for students to download and exchange materials such as individualized access plans, documents, and multimedia materials in accessible formats (e.g. audio and video files).**

Students may log into their portal > go to the accommodations section > click on the documents option and use the Large File Upload option to upload individual access plans, documents and multimedia materials.

Home Accommodations Appointment Request Profile Documents Resources Note Taker Forms/Surveys Events Testing Rooms Calendar

Welcome, Harry Smith.

## Accommodation

software by simplicity™

Accommodation Request Supplemental Semester Request Letters Equipment **Documents**

Items 1-1 of 1

Document Title	Document Type	Type	Created	Modified
Medical Documentation		Accessibility Document	July 11, 2017, 11:33 am	July 11, 2017, 11:33 am

Items 1-1 of 1

+ Add New Student Document + Add New Accessibility Document

6) Describe the system security and capacity to manage & customize roles and permissions both for users and administrators.

There are very granular user rights available to staff users (administrators) of the system.

For example, in regard to case notes, there are user rights to View, Edit, Delete and Create – users can have all or can just have one.

Each administrator is able to have a unique set of user rights. Student access to test room booking and note taker is controlled by (1) approved accommodations and (2) semester requests. Student access to the resource library, additional documents, profile and surveys are controlled by individual user rights.

Faculty have granular user rights available as well, including approve/deny test room booking – not all faculty members need to be given that ability - it is up to the staff. Faculty only see courses/enrolled students if they have active ones available.

Group Membership

Select which groups this person is a member of

Data Entry - FWS

Disability Services Coordination

Faculty

Full Access (not superuser)

Interpreters

External Consultant

☐ yes
☐ no

User Rights

Select the rights for this staff member

Select All

Clear All

Accessibility

Request

Accommodation

Accommodate (Create)

Accommodate (Decision)

Accommodate (Delete)

Accommodate (Deliver)

Accommodate (Edit)

Accommodate (Forward)

Accommodate (Process Public Request)

Accommodate (View)

Accommodate (Assign)

Meeting

Letter

Equipment

Document

Note

Department

Administrator Access

Calendar

Communications

Counseling

Events

Selection Summary

Accessibility

Request

Request (Create)

Request (Delete)

Request (Edit)

Request (View)

Accommodation

Accommodate (Create)

Accommodate (Decision)

Accommodate (Delete)

Accommodate (Deliver)

Accommodate (Edit)

Accommodate (Forward)

Accommodate (Process Public Request)

Accommodate (View)

Accommodate (Assign)

Meeting

Meeting (Create)

Meeting (Delete)

Meeting (Edit)

Meeting (View)

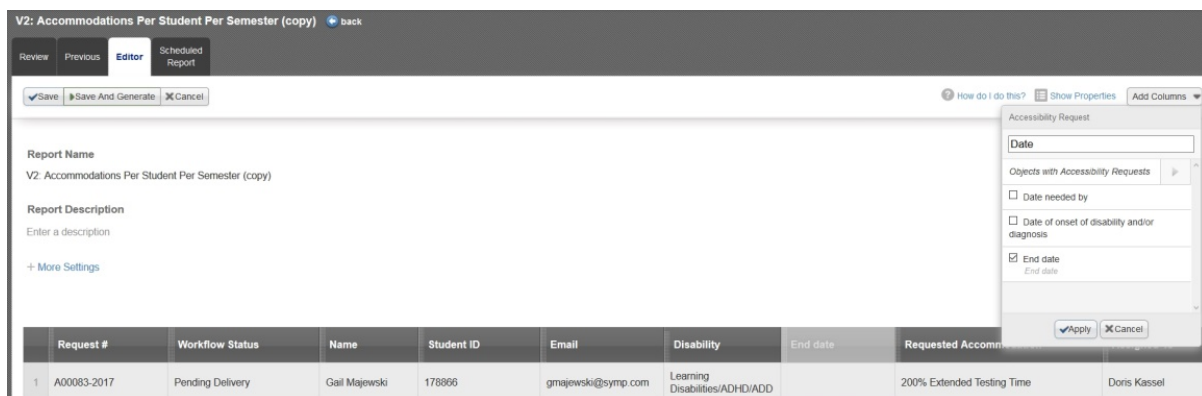
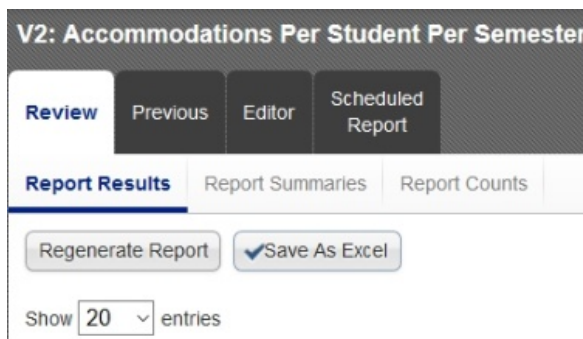
**7) Describe the integration between modules/components of the system and third-party software and operating systems such as PeopleSoft, the Microsoft Office suite, and Mac OSx.**

- Third party software: For Outlook 2013/2016 sync, we use a CalDav sync tool
- Microsoft Office: We have a direct, in house calendar sync with Outlook 365. All Word files, Powerpoint files, and Excel files may be uploaded into the system
- PeopleSoft: We are able to use a FTP drop site where your team sends us .csv (or xlsx, XML, txt, etc.) files from PeopleSoft to import student, course schedule, and faculty data. We can import into the Accommodate system nightly.
- As Accommodate is a SaaS product, no further integration is required/expected.

**8) Describe the system's capability to be used as an assessment tool to collect, customize queries, and report data.**

Accommodate comes with a full reporting module that allows you to report on any field (default or custom) in the system, filter on any of those fields, create summary tables and export into Excel. An unlimited number of reports may be created and stored in the system.

Additionally, all of the fields within Accommodate (whether they come with the system or are created by staff members) may be added as filters throughout so that detailed searches can take place on accessibility requests (case files), students and faculty – these detailed searches allow staff users to search for certain groups/types of students, for example, and then batch email or text message them directly.





9) Describe the system's ability to create template documents that allow specific portions to be customized and modified.

Accommodate comes with default letter templates that may be fully customized by the staff users. This means that headers, signatures, information about your office and any other details may be added. An unlimited number of custom letter templates may be created as well and used throughout the workflow. Then, when staff members go to send these letters to students/faculty, they can make personalized, ad-hoc changes as needed for that single letter that will not alter the template itself.

Template documents may be added to the resource library and kept as internal only. This allows all staff members to have access to the documents and make any changes that are required, then they may upload those documents back to the resource library or to a particular student's record/case file.

Message Identifier\*

Please enter an identifier for this message  
Letter of Accommodation

Subject\*

Enter the subject of the email message.  
Letter of Accommodation

From\*

Please enter the e-mail address which will be used in the from field.  
[sender]

Cc

Address(es) who should be carbon copied

Bcc

Address(es) who should be blind copied

Send Copy To

Address(es) to receive a copy of the first message sent

HTML Format

Do you wish to format this message using HTML?  
☒ yes ☐ no

HTML Body\*

Please enter the desired text. The HTML toolbar may be used to change font size, add graphics or links, etc. Do not copy and paste from existing documents, as that can cause hidden code to be included.

Font family

Font size

# Demo University

Dear [student:fname],

Thank you for submitting your request with the Office of Accessibility Services. Your accommodation request has been processed. Please have your instructors sign a copy of your

Default Fields:

[Date \[date\]](#)  
[Tab \[tab\]](#)  
[System URL \[system\\_url\]](#)

Accessibility Request:

[Request # \[accessibility\\_request:request\\_no\]](#)  
[First Name \[accessibility\\_request:student\\_fname\]](#)  
[Last Name \[accessibility\\_request:student\\_lname\]](#)  
[Middle Name \[accessibility\\_request:student\\_mi\]](#)  
[Student ID \[accessibility\\_request:student\\_school\\_id\]](#)  
[Student Email \[accessibility\\_request:student\\_email\]](#)  
[Student Phone Number \[accessibility\\_request:student\\_phone\]](#)  
[Student \[accessibility\\_request:student\]](#)  
[Disability \[accessibility\\_request:disability\]](#)  
[Approval Deadline \[accessibility\\_request:approval\\_deadline\]](#)  
[Accommodations \[accessibility\\_request:accommodation\]](#)  
[\[accessibility\\_request:approved\\_accommodation\]](#)  
[\[accessibility\\_request:rejected\\_accommodation\]](#)  
[Equipment Checkout \[accessibility\\_request:equipment\]](#)  
[How does your accessibility affect you academically? \[accessibility\\_request:impairment\\_academic\]](#)  
[How does your accessibility affect student life in general, like taking tests and studying? \[accessibility\\_request:impairment\\_studentlife\]](#)  
[Semester \[accessibility\\_request:semester\]](#)  
[Year \[accessibility\\_request:year\]](#)  
[Do you currently have a Student Loan? \[accessibility\\_request:do\\_you\\_currently\\_have\\_a\\_student\\_loan\]](#)  
[Major/Program \[accessibility\\_request:majorminorprogram\]](#)  
[If you were referred to Accessibility, please let us know who sent you \[accessibility\\_request:if\\_you\\_were\\_referred\\_to\\_access\]](#)  
[Other U of C supports you are using \[accessibility\\_request:other\\_u\\_of\\_c\\_supports\\_you\\_are\\_using\]](#)  
[Please indicate the items/topics you wish to discuss with an Access Advisor \(select as many as you would like\) \[accessibility\\_request:please\\_indicate\\_the\\_items/topic\]](#)  
[What campus are you attending? \[accessibility\\_request:what\\_campus\\_are\\_you\\_attending\]](#)  
[If other was selected above, please specify their name, relationship and phone number \[accessibility\\_request:if\\_other\\_was\\_selected\\_above\\_p\]](#)  
[In the event of an emergency, I will need assistance \[accessibility\\_request:in\\_the\\_event\\_of\\_an\\_emergency\\_i\]](#)  
[I understand this Release of Information is in effect until I notify \[accessibility\\_request:i\\_understand\\_this\\_release\\_of\\_information\]](#)

Letters Templates <a href="#">back</a>							
<div> <div>User Created Letter Templates</div> <div>Default Letter Template</div> </div>		<div> <div>Keywords</div> <div>searches label,subject, body and flags.</div> <div>Module</div> <div>Category</div> <div>Apply Search</div> <div>Save Defaults</div> </div>					
<div> <div>Batch Options</div> <div>Items 1-20 of 22</div> </div>		<div> <div>Showing</div> <div>20</div> <div>Jump</div> <div>1</div> <div>Page</div> </div>					
Actions	Label	Subject	From Address	HTML Format	Disabled	My Custom Templates	Message For device(email,text)
<input type="checkbox"/>	Accessibility Accommodation Approval Reminder	Accessibility Accommodation - Approval Needed	[sender]	no	no		email
<input type="checkbox"/>	Accessibility Accommodation Decision	Accessibility Accommodation - Decision	[sender]	yes	no	[Use Default]	email
<input type="checkbox"/>	Accessibility Accommodation Decision To Faculty	Accessibility Accommodation - Decision To Faculty	[sender]	yes	no		email
<input type="checkbox"/>	Accessibility Accommodation Followup	Accessibility Accommodation Followup	[sender]	no	no	[Use Default]	email
<input type="checkbox"/>	Accessibility Accommodation Followup To Faculty	Accessibility Accommodation Followup To Faculty	[sender]	no	no		email

**10) Describe the system's external communication tools, including the ability to generate emails and text messages (both bulk and individual) to professors and students.**

Throughout the accessibility request (case file) workflow, letter templates may be sent to both faculty and students (as well as any other third-party recipients). By going to the student record section, staff users may send an email to a single student or a batch email to unlimited students.

In this same section, staff users may send a text message to an individual student or a batch text message to multiple students. By going to the faculty record section, staff users may send an email to a single faculty member or a batch email to unlimited faculty.

All of the above is also true from the course catalog section, note taker and test room booking.

The screenshot displays the 'Student' section of a system interface. At the top, there is a 'Student' header with a 'back' button. Below this is a navigation bar with tabs: 'Student List' (active), 'Detailed Search', 'Search Results', 'Saved Searches', 'Duplicate Search', 'Archived Students', and 'Student Registrations'. A 'Keywords' search bar is present, with a hint that it searches student name, ID, and email address. Below the search bar are buttons for 'Apply Search', 'Clear', 'Save Defaults', and 'More Filters'.

Below the search section is a table of student records. The table has columns for 'Batch Options', 'Add New', 'Items 1-11 of 11', and '(3 items selected)'. A context menu is open over the table, showing options like 'Mail', 'Text', 'Edit', 'Set Flag', 'Clear Flag', 'Account', 'Assign Student Status', 'Remove Student Status', 'Set Year', 'Add Note', 'Clear Undeliverable Email', 'Assign Right', 'Remove Right', 'Set Alumni', 'Document Approval Required', 'Assign To Counselor', 'Unassign To Counselor', and 'Assign Additional Study Hall Hours'. The table lists the following students:

Batch Options	Add New	Items 1-11 of 11	(3 items selected)
<input type="checkbox"/>	<input type="checkbox"/>	Cora	Test1237
<input type="checkbox"/>	<input type="checkbox"/>	Maria	00525830
<input type="checkbox"/>	<input type="checkbox"/>	Arnold	935670
<input type="checkbox"/>	<input type="checkbox"/>	Cindy	971615
<input type="checkbox"/>	<input type="checkbox"/>	Maya	Test1248
<input type="checkbox"/>	<input type="checkbox"/>	Elizabeth	961361
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Caridad	912253
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Dakota	971153
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Trevor	11345678
<input type="checkbox"/>	<input type="checkbox"/>	Luanne	Test1243






**A00081-2017/Harry Smith** [back](#)

Core Supplemental **2** Semester Request **1** Meetings **2** **Letters Sent** Equipment **1** Documents **2** Notes **1** Event Log

Keywords searches letter type and recipient

[Apply Search](#) [Save Defaults](#)

▼ Batch Options Send New Accessibility Letter Items 1-4 of 4

	Actions	Type	Letter Template	Recipient(s)	Emailed
<input type="checkbox"/>		Accommodation Official Letter	Letter of Accommodation	Harry Smith	yes
<input type="checkbox"/>		Semester Request Review Decision	Semester Request Review Decision	Harry Smith	yes
<input type="checkbox"/>		Supplemental Request Review Decision	Supplemental Request Review Decision	Harry Smith	yes





**11) Describe the system's capability for communication among administrators, such as instant messaging, email, and appointment scheduling.**

Administrators may send emails to other administrators through the batch option in the Users section. Additionally, administrators may create availability through the appointments module and see when their fellow staff members are available by looking at that availability or the calendar.

**Appointments** [back](#)

[Find Availability](#)

Type  
Intake Meeting (40 min) ▼

Date Range  
2017-07-25   to 2017-08-08  

Time Range  
  
7:30 am - 6:30 pm

Location


Counselor(s)  
 search here

☐ Andrew Tobias  
☐ Doris Kassel  
☐ Gail Bell  
☐ Katie Morrison


0 of 6 selected [show selected] [show all]

Days of the Week  
☐ Sun ☐ Mon ☐ Tue ☐ Wed ☐ Thu ☐ Fri ☐ Sat

[Check Availability](#) [Back To Appointments](#)



**Andrew Tobias**  
Andrew is a certified group aid professional interests include group therapy, attachment and relationships, suicide prevention, disability and chronic health conditions, and working with multicultural and social justice concerns.



## 12) Describe the capability of administrative users to create, edit, and update modules.

While modules cannot be created in Accommodate, all modules are customizable and editable in very specific and detailed ways. For example, the test room booking module has multiple system settings that allow administrators to control class date/time filters, accommodation filters, cancel/reschedule options, final exam functionality, etc.

Within the text room booking module, there are three interfaces that may interact with it: The staff users, the faculty users and the students. Each have their own customizable form in our tools section that allows staff users to create custom fields/questions, picklists (choices), control what fields are required and not required, and edit the actual titles of each field.

They may also control what fields display on which interface, meaning that not all fields have to display to all users – some fields may just be administrative, while others may just be for faculty and administrators and not for students.

The screenshot shows the 'Form Builder: Accessibility Request External' interface. The main area displays a form titled 'Student Information' with the instruction 'Please enter your information'. The form contains several fields: 'First Name \*', 'Last Name \*', 'Middle Name', 'Student ID \*', 'Email \*' (with a placeholder 'user@domain.tld' and a note 'Please use your university issued email address'), and 'Phone Number \*'. Each field has an 'Add Blurb' link below it. The top of the interface includes tabs for 'Edit' and 'Settings', and buttons for 'Save Draft', 'Preview', 'Publish', 'Cancel', 'Add Fields', and 'Add Section'. On the right side, there are two panels: 'Related Forms' and 'Form Versions'. The 'Form Versions' panel lists several versions of the form, including 'Current', 'Backup 0', 'Backup 1', 'Backup 2', and 'Original', each with a 'Last Saved' timestamp. Below these panels is a 'Search/Filter Fields' section with a list of fields and their corresponding radio buttons for selection.

## 13) Describe the system's capability to send automatic reminders to students and professors with incomplete applications, forms, or missing participant materials & exams.

The intake form is customizable by the staff users, which allows them to set which fields are required and not required. This means that students would have to complete all required fields before submitting so that no pertinent information is missed.

#### Automatic Messages for Faculty:

Three reminder messages that can be automatically sent to remind faculty members to upload an exam

A message that notifies faculty that a student dropped their course

A message that tells faculty that a test room booking request has been received

A message that tells faculty that a test room booking request has been approved (and one for rejected)

#### Automatic Messages for Students:

Appointment Request received

Appointment Request Cancelled

Appointment Request Rescheduled

Appointment Request Approved (and one for rejected)

Appointment Reminder

Equipment Reminder

Equipment Due

Equipment Overdue

Test Room Booking Approved (and one for rejected)

Test Room Booking Received

Test Room Booking Reminder

Notes Uploaded

Note Upload Reminder

Event RSVP Reminder

Test Room Booking Reminder

(Text Message Reminders for: Appointments, Test Room Booking, Test Request Approved, Notes uploaded, and Event RSVP)

#### **14) Describe ease of use and navigation of user-facing modules.**

Each interface is very easy to navigate – modules are shown across the top of the student and faculty portals and along the left side for manager users. Because all of the text and forms are localizable, you are able to use names and branding that student/faculty/staff are familiar with on campus, allowing them to quickly find what they are looking for without hesitation.

Accommodate comes with many workflows that walk students and staff through each step of the process, from test room booking to accessibility request (case file) processing. It takes the guessing out of what to do next, and guides everyone through each step in every module.

**15) Describe the system's capacity to explain its processes to users and minimize questions relating to how it works.**

Because it is very easy to navigate, many areas are self-explanatory. Additionally, because all of the forms are customizable instructions can be added throughout each step of the process, minimizing the need for students and faculty to reach out to ask for clarification about what they are being asked to do next. Moreover, because text is localizable throughout, you do not have to use the term “eligibility” if on your campus you use “accommodations,” for example.

For areas that require more information or additional details, we have many options for users:

Administrators may create Quicklinks that display on the home page of the student and faculty interfaces. This gives these users a place to simply click on the title of the Quicklink and be taken to a particular portion of the system. For example, let's say you wanted to create a Quicklink for a particular resource document you were storing in the system: administrators can create that link and add it to the student interface so that when student's login, they can easily click that link and open the document.

Administrators can add help and hints throughout the faculty and student interfaces. Hints will display throughout the system with a Light Bulb Icon within a particular module and Help can be stored in the question mark that appears in the upper right portion of their interfaces. For example, let's say you wanted to explain to students what they needed to do each term. You could add a hint to the Accommodations portion of the system so that each time a student navigated there, they would see a light bulb icon that explained their next steps.

An example of a hint:

The screenshot displays the 'Appointment Request' section of a web application. At the top is a navigation bar with links: Home, Accommodations, Appointment Request (active), Profile, Documents, Resources, Note Taker, Forms / Surveys, Events, Testing Rooms, and Calendar. Below the navigation bar, the breadcrumb 'Home > Appointment' is shown. The main heading is 'Appointment', with a 'software by simplicity™' logo to its right. A light green hint box with a lightbulb icon contains the text: 'Please submit all requests for services to the Interpreter Services (IS) office at least three (3) business days prior to the assignment/event. If a request is submitted with less than three (3) business days' notice, IS may not be able to provide services. Any changes or cancellation of a request should also be made at least three (3) business days prior to the assignment/event.' Below the hint, there are two columns: 'REQUESTED APPOINTMENTS' and 'APPROVED APPOINTMENTS'. Both columns contain the message 'You have no appointment requests at this time.' and 'You have no approved appointments at this time.' respectively. At the bottom left, there is a button labeled 'Request New Appointment'.

Announcements may be added to the homepage of all interfaces so that students/faculty/administrators can be given additional information about navigating the system.

An example of announcements and quick links (shortcuts):

The screenshot shows a web application interface. At the top is a navigation bar with links: Home, Accommodations, Appointment Request, Profile, Documents, Resources, Note Taker, Forms / Surveys, Events, Testing Rooms, and Calendar. Below the navigation bar is a welcome message: "Welcome, Harry Smith." To the right of the welcome message is a user profile icon. Below the welcome message is a "NEWS FEED" section. The news feed has a "Show Me" dropdown and a RSS icon. It contains an announcement with a megaphone icon. The announcement text reads: "ANNOUNCEMENT LEARN MORE AT THE UPCOMING INFORMATION SESSION! Welcome to the Student Disability Resource Center, a unit of the division of Student Affairs and Enrollment Management. Our mission is to ensure that all qualified students with disabilities receive equal access to educational opportunities at SHSU. Our staff members work to assist students in implementing approved accommodations and to support them in their academic endeavors while here at SHSU. Eligible students are able to utilize their accommodations, with the support of. Continue Reading..." Below the announcement is a button that says "View All Announcements". To the right of the news feed is a "SHORTCUTS" section with three links: "Resource Library", "My Activity Summary", and "Request an Appointment".

## 16) Describe the system's ability to interface with mobile devices, including any apps designed for use with the product.

All of our interfaces are able to be accessed via mobile and tablet devices. Screen shot taken from an iPad below:

The screenshot shows the Accommodate web application interface on an iPad. The interface has a sidebar with navigation links: Home, Communications, Calendar, Students, Accessibility, Accommodations, Semester Request, Departments, Equipment, Appointments, Testing, Kiosks, Note Taker, Faculty, Survey, Resource Library, Events, Reporting, Tools, My Account, Users Online, and Support. The main content area is titled "Accommodations" and has a "back" button. It shows a list of accommodations with columns: Actions, Request #, Status, Student, Disability, Requested Accommodations, Assigned To, Modified, and Emergency Assistance Required. The list contains four rows of data.

Actions	Request #	Status	Student	Disability	Requested Accommodations	Assigned To	Modified	Emergency Assistance Required
	A00081-2017	Completed	Harry Smith	Physical, Medical, and Psychiatric/Mobility Learning Disabilities/ADHD/ADD	200% Extended Testing Time Assigned Note-Taker Other Technology JAWS Alternative Answer Sheet Enlarged Print/Font Size	Katie Morrison	July 25, 2017, 12:50 pm	
	A00087-2017	Completed	Rebecca Fox	Physical, Medical, and Psychiatric/Mobility Learning Disabilities/ADHD/ADD	200% Extended Testing Time Assigned Note-Taker	N/A	July 18, 2017, 04:36 pm	
	A00086-2017	Completed	Christopher Valtz	Physical, Medical, and Psychiatric/Hearing	Assistive Listening Devices	Gail Bell	July 17, 2017, 03:26 pm	Yes
	A00085-2017	Pending Delivery	Mark Ems	Physical, Medical, and Psychiatric/Hearing	Assistive Listening Devices	Gail Bell	July 17, 2017, 02:44 pm	Yes

### **17) Describe procedures for migrating historic data into the proposed system.**

Imports of historic (legacy) data are always possible in Accommodate. While current and future data is most often imported through an auto import process, the system has a manual import option that administrators may utilize (and that Symplicity staff assist with at all times).

Most of our clients import historical accessibility request (case file) data into our system during the implementation process.

We do this with a two file method: One file with the student's identifying information and accommodations (one row per accommodation), as well as approved y/n. The second file contains the accessibility request (case file) itself with the student's identifying information as well, along with disabilities (one row per student, disabilities separated by multi value separator) and any other custom fields you need imported and stored in the case file.

Historical/legacy students may also be imported into the system, along with any appointment records and notes.

## Symplicity Technical Response

### Application Technology:

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

We do not have row-level security turned on by default, but do support field-level encryption upon request. Our database is encrypted at rest.

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

Cron scripts are run nightly for system messages (automatic emails), data imports and scheduled reports.

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

Our system is a highly configurable system.

This means that all:

- Text and fields in the system can have their names/blurbs (additional information) adjusted
- New fields may be added to all forms available in the system
- Picklists may have any unique values added (and values that are not used removed)
- All emails and letter templates may be edited and new ones may be created
- Filters can be added/removed throughout the system

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

While the university technical staff is needed for the creation of automated import files and the set-up of any Shibboleth/CAS/LDAP purchase, Accommodate is built to be used and customized by the administrators of the system alongside the Symplicity Support Staff (including transition specialists, client relationship specialists, and product support specialists).

They are given full, in depth trainings and there are many videos and cheat sheets available for all of these pieces of the system. If the university technical staff would like to take part in these customizations, they may be given administrator access and user rights to do so, along with all of the training needed.

In regard to issues that require troubleshooting, the administrators would be asked to work with any of the support staff mentioned above from Symplicity and they can rely on Symplicity to give them the answers to their questions.

If the Accommodate team believes that a discussion is required with the university technical staff, we will ask to meet with them directly so the administrators are not required to do any in depth troubleshooting.

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

All customizations to forms, picklists, emails/letter templates/text messages and text throughout the system come with the annual fee paid by the Accommodate customer.

There are no additional hourly or fixed fees for these. Because this product was built to support these types of customizations, updates to features or fixes to bugs do NOT effect any of these customizations/configurations.

If JMU ODS is interested in any other type of customization or integration not already developed by Symplicity, our professional services team is available to support ODS in that scope and pricing of work determined.

Symplicity's hourly rate for services are:

\$200-\$250 an hour depending on scope. T/E is not included unless requested in the hourly rate to clients.

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

Workflow for accepting students into the case file workflow, approving/denying accommodations, sending letters, checking out equipment, semester requests and supplemental requests are all a part of the Accommodate workflow.

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

**a. Describe Third Party e-mailing, if this functionality is part of the solution.**

Accommodate does not require third party emailing. All emails can be sent directly from the system without the need for another service. Through the use of whitelisting/mail relay, emails can be sent directly from Accommodate with a JMU email address in the FROM portion (this can be an individual administrator's email or a generic one such as [noreply@jmu.edu](mailto:noreply@jmu.edu), for example).

**b. State the messaging services utilized by your firm's system**

Our batch/reminder text messages use the text-to-email approach that does not require a messaging service to be purchased or utilized.

If JMU ODS would require the need for integration into any type of mass module notification system utilized on campus, Symplicity would be happy to discuss that type of integration to Accommodate.

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

As stated in part A, the from address can be fully controlled by the administrators of the system. They can choose any email address they would like.

When students/faculty/administrators reply, their reply goes directly to the email address that was placed in the FROM field.

**Reporting:**

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

Unlimited reports may be created in the Accommodate system. For any new fields that are created, they automatically appear in reporting so that any and all data can be exported from the system.

While administrators will work with their Transition Specialist to set up as many template reports as needed, they may call our help desk at any time for assistance in creating new ones. Otherwise, the reporting module was created to be utilized by our end-users.

User rights exist for reporting which allows power users to control access to reports: view, edit and create rights, along with the ability to assign a report to a specific user group, meaning only



administrators that belong to that group can see it and utilize it. Each report that is created may be directly exported into Excel. Reports may also be scheduled to run daily, weekly or monthly.

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

The reporting module within Accommodate does not require any integration to be utilized. If administrators would require an export of data from Accommodate to another system (ie: PeopleSoft), this could be done for free via the Reporting API or for a fee that would allow an export file to be sent to a drop site for the University to pick up.

**3) Provide a list of all reports delivered as part of the base product including a short description of each. Include a sample of several reports for review.**

Base classes for the reporting module include:

- |                             |                     |
|-----------------------------|---------------------|
| • Accessibility Accommodate | • Faculty           |
| • Accessibility Request     | • Kiosk             |
| • Accessibility Equipment   | • Note Taker        |
| • Accessibility meeting     | • Semester          |
| • Appointments              | • Staff Member      |
| • Availability              | • Student           |
| • Course                    | • Student Schedule  |
| • Document Library          | • Survey            |
| • Event                     | • Test Room Booking |

In addition, clients can build their own reports based on fields in the system. All fields, even custom fields are reportable within our reporting engine.

***Sample Reports are provided in the appendix of the proposal***

**4) Describe reporting output formats available**

All of our reports export as XLS directly into Excel.

**5) Describe the types of reporting that would typically require Information Technology Staff support**

All of the reports generated in Accommodate can be done directly by the end user, and the Symplicity Support Staff is always available to assist. The Information Technology staff should not have to be involved in report creation.

If full DB reporting is required, or access to the DB for institutional research needs, IT could utilize SOAP API access to the database to pull into any existing or future data warehouse or tool.

## Services:

- 1) Describe your firm's training options and list associated costs in Section X. Pricing Schedule. Response should include differentiation between technical staff and end user training.**

### Technical Staff Training:

Due to Symplicity's cloud/SaaS based model, no training for IT is required, however they are encouraged to be part of the process in cases of their assistance by ODS. During our the start of the project, IT will only need to be included in the discussion and delivery of any data feed from the SIS, or authentication requirements. Symplicity provides full sets of documentation and help support to ensure these files and system configurations are done appropriately.

### Staff Training:

Symplicity utilizes a "flipped classroom" model to train the trainers to implement our products. This entails training a core group of system administrators, after which the core group will be able to train the other staff using the system.

Before each working session the core group will watch a series of short videos to learn the core functions of the system. The Core group will be given a customization guide that will lead them through decisions their team will need to make for that topic. This customization guide will be required to be completed for the following working session.

Then, during the working sessions the Transition Specialist will assist with implementing the decisions in the system. After each working session, there will be homework assignments with instructions to help move forward with configuring the system to fit particular needs and to familiarize the staff with the system.

Training and instructional materials have been developed to address particular needs of each user in their daily operations to satisfactorily perform all software functions.

Symplicity will provide collaborative working opportunities sufficient to ensure that core staff members are thoroughly familiar with all capabilities of the software, and Symplicity will provide, as appropriate, the schedule for these training opportunities to office staff.

Symplicity will furnish the core group with appropriate training materials such as web-based training aids, cheat sheets and videos. These will also be available via our client Neighborhood.

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

Symplicity's proposal includes the following technical services included in the base price:

- Authentication: LDAP/CAS
- SIS Import: Full Student/Faculty Import

Additional Types of Services depending on need:

- Authentication: Shibb/SAML
- Training: Additional Onsite Training
- Kiosk Implementation

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

Symplicity continues to provide ongoing support throughout the life of the contract via live support via telephone and real-time web based collaborative environment/issue tracking system.

Training comes at no extra cost and is included in the one-time implementation set-up fee.

## Support Team

### *Relationship Manager*

The system implementation and ongoing support will be overseen by JMU's Relationship Manager. The Relationship Manager is the most senior, seasoned support professional on the Accommodate Support Team with many year's experience in the student support services and student affairs field. Relationship Managers also have a deep understanding of the capabilities and customizability of the Accommodate product.

Relationship Managers own the project management plan and the implementation schedule and work with both internal Symplicity resources as well as client points of contact to ensure that Accommodate is fully implemented on-time and on-budget.

Throughout the product license period, the Relationship Manager will maintain regular contact to discuss enhancements, integration, and overall systems operations. They routinely host customer meetings to discuss big picture initiatives, product management goals, and customer satisfaction to ensure that there is perfect alignment between client expectations and the product and service that Symplicity is delivering.

From a day-to-day operations standpoint, the Relationship Manager also route and tracks all outstanding issues to ensure that Symplicity has involve the appropriate subject matter experts to respond promptly and appropriately the customer's request.

### *Help Desk*

The Accommodate Help Desk provides live support to Accommodate customers. The Help Desk is staffed by subject matter experts from the student support services and student affairs field.

Phone calls are answered immediately, and any/all email requests receive a response within one hour. Product issues, technical support, business process issues, and connectivity issues that cannot be resolved immediately will be escalated to the appropriate organization for disposition.

The Help Desk provides telephone and email support during regular business hours (9:00 a.m. to 7:00 Eastern Time [ET]). Extended hours (e.g. evening and weekends) may be necessary given advanced notice and during peak submission season. Also, Symplicity monitors its infrastructure 24x7x365 and will be on-call 24x7x365 for any system failures.

The Help Desk will be available to serve as the first point of contact for JMU users who need assistance in the use or operations of the Symplicity's product. The Help Desk will have established policies and procedures that include basic support, as well as escalation procedures.

Symplicity will use a state-of-the-art Issue Tracking System to track Help Desk tickets and provides customers with real-time status updates.

### *Integration Implementation Support*

Symplicity will engage in an extensive process to define the integration API, involving key stakeholders from the different Exchanges wherever possible.

Symplicity will maintain all existing API's with systems. The integration API will provide generic object access methods for any Accommodate objects for which Accommodate is the authoritative data source.

### *Integration Support*

Symplicity will provide support for the Accommodate integration layers through the Accommodate Help Desk. Through the online help desk, authorized staff will have access to:

- Technical documentation on the integration
- Searchable knowledge base
- Web-based discussion forums on topics dealing with integration
- Integrated issue/request ticketing/tracking system

#### **4) If Support is provided to end-users directly as part of your services, provide the SLA under which you would operate**

Please see SLA located in appendix

## General

### *Implementation:*

#### **1) Describe Typical Implementation timeline and project plan and include examples of previously used project plans**

### *Implementation Support:*

Symplicity will conduct the implementation, installation, and support of the Symplicity's software including, but not limited to:

- Implementing/Installing Symplicity's software Configuring software to meet JMU specific requirements Converting data into and out of Symplicity's database

- Maintaining compatibility between Symplicity's software and JMU standard applications, operating systems and networks as specified
- Providing user training in the operation of the Symplicity's software Optimizing application performance on the network
- Providing software maintenance and technical support Technology Refreshment
- Monitoring software environment
- Providing support to Member office System Administrators

Symplicity is structured to fully support Accommodate Group personnel while affording maximum flexibility and authority for management and implementation of Accommodate.

#### *Project Initiation Support:*

The first process we will employ will be Project Initiation. Upon award, Symplicity will immediately coordinate a kickoff meeting with JMU representatives.

This initial meeting will provide a forum for all involved parties to address any potential issues and concerns that could impact future work activities or the delivery of required services. This meeting also will provide an opportunity to confirm project priorities, address proposed approaches and supporting rationale, and review the requirements of all deliverables and services to be provided during project performance. The meeting will provide the basis for developing the detailed Project Management Plan and Timeline that will be delivered by Symplicity to JMU shortly thereafter.

Symplicity will document all discussions, action items, and issues before submission for JMU's review and approval. All documents, action items and issues will be posted on Symplicity's Issue Tracking System and Collaborative Environment for JMU.

#### *Project Management Plan and Timeline Support:*

Symplicity will develop a project management plan that outlines key activities for the deployment of Accommodate. The plan will include key milestones and expected end products or outcomes associated with each task. The plan will also clearly delineate anticipated levels of both Symplicity's and JMU involvement.

Symplicity will post the plan on Symplicity's Issue Tracking System and Collaborative Environment so that JMU can track project's progress in real time and provide feedback and requests to Symplicity in an effective and efficient manner. Also, by employing Symplicity's Issue Tracking system, JMU will have an audit trail of all interaction with Symplicity.

#### *Implementation Specialist:*

Symplicity employs an Implementation/Transition Team to ensure that all Accommodate deployments are successfully implemented to the customer's complete satisfaction.

For JMU, Symplicity will assign a dedicated Transition Specialist to the implementation project. This

individual will have many years of experience standing up, configuring, and launching the Accommodate product in partnership with Disability Support Services Offices.

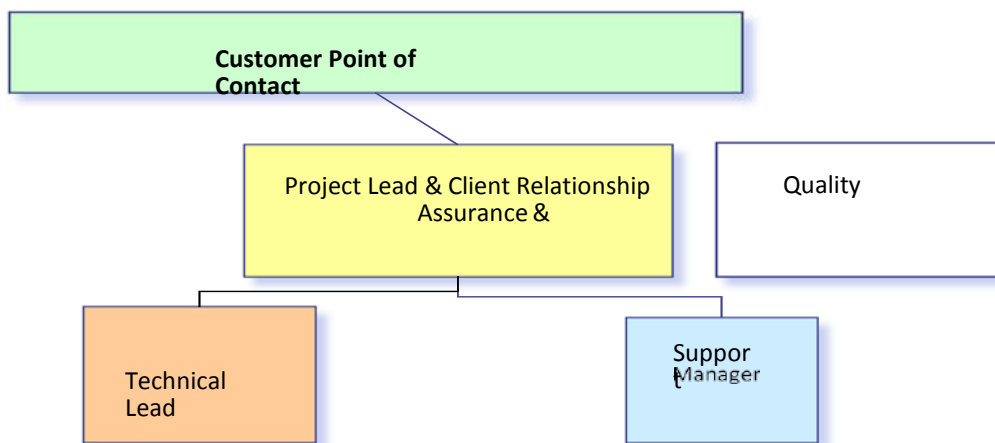
Your Transition Specialist will become 100% familiarized with JMU’s requirements and business processes to ensure that the products is installed properly and launched in accordance with the customer’s documented implementation schedule.

To accomplish this, the Transition will oversee the entire implementation process including: hosting training sessions, overseeing system customization, interfacing with community college IT professionals to ensure that any/all systems integration tasks are completed, and routing and escalating any issues that may be reported during the implementation phase.

In addition to training sessions and system configuration meetings, the Transition Specialist will conduct weekly progress meetings to ensure that all stakeholders at the institution satisfied with the progress of the implementation. If any areas for improvement or potential delays are identified, the Transition Specialist will create a risk mitigation strategies that may include issue escalation or resource reallocation to ensure the an on-time implementation

*Implementation Project Team:*

Symplicity has assembled a top-notch project team to ensure the success of the implementation. The members of the core project team are highly accomplished individuals in their respective areas.



*Team Narrative/Resumes*

Symplicity provides as listed in previous section a team of individuals to assist in the implementation and configuration of the system. Staffing for projects is done on the basis of time, scope and available resources. Provided are the backgrounds of team members specific to Accommodate and who if available will be

implementing the system with JMU. We have implemented over a hundred Accommodate clients mapping their process and workflow to the Accommodate system.

**Head of Training: Jeff Feld-Gore**

Jeff has been the head of Training for Symplicity for over 4 years working with clients and the Symplicity team to staff, and run the implementation and training over all Symplicity systems.

Jeff has also an extensive background in Higher Education as he was formerly the Associate Dean of Students at Lewis and Clark College in Portland Oregon.

**Transition Specialist: Shelby Wentworth**

Shelby Wentworth is one of our lead Transition Specialists for Accommodate. Shelby has trained and implemented over dozens of Symplicity's Accommodate clients. Shelby has been with Symplicity in this capacity for over 3 years. Like Jeff and many of Symplicity's support staff, Shelby was a director of residential life at College of Saint Benedict in Minnesota.

*Training*

Symplicity utilizes the "Train the Trainer" method to help our clients configure their system. This entails working closely with a core group of system administrators to configure the system based on best practices balanced with the client's needs. After this training, the core group will be able to train the other staff using the system. The implementation process will consist of a series of working sessions on the core elements of the system. Before and after of these working sessions there are homework assignments with instructions to help move forward with configuring the system to fit your needs and to familiarize the staff with the system. Each module comes with a set up guide and video tutorial.

Sample Timeline

Go Live Goal: 2/15/17

2/15/17

7%

4/6/17

**f**

11/23/16

11/30/16

11/30/16

12/21/16

12/21/16

1/4/17

-37

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Owner	Status	Type	Implementation Tasks	Estimated Time to Comp.	Kick-off	Working	Work-ing Session 2	Work-ing	Work-ing	Work-ing	Work-ing	Work-ing	Work-ing	Work-ing	Com-plete	Pur-chasing
Kick Off																
Client	Welcome	Prep	Complete Kick Off Questionnaire	45 minutes	*										*	3%
Client	Welcome	Prep	Review Symplicity Accommodate Implementation Overview	15 minutes											*	0%
Client	Welcome	Prep	Identify Core Group for Training & Schedule Kick Off Call	15 minutes	*										*	1%
Both	Kick Off	Meeting	Kick Off Call (KO)	60 minutes	*										*	3%
Both	Kick Off	Meeting	Schedule Trainings	Included in	*										*	1%
Both	Kick Off	IT	Confirm Login/Authentication Method	Included in	*										*	1%
Client	Imports	IT	If contracting automatic imports, complete Auto-Import Questionnaire	15 minutes	*											1%
Client	Kick Off	Follow-Up	Share IT Setup needs with internal IT Department (White listing/Mail Replay, Imports, Authentication) & return to Symplicity	20 minutes	*											1%
Client	Kick Off	Follow-Up	Share Branding needs with internal Marketing/Web Development team (logo, colors, header/footer) & return to Symplicity	20 minutes	*											1%
System Overview and Accommodation Request Workflow																
Client	User Interface	Prep Work	Training Videos: <ul style="list-style-type: none"><li>My Account and Related System Settings</li><li>Submitting a Public Request</li><li>Pending Approval</li><li>Pending Delivery</li><li>Request a Meeting</li><li>Mark as Delivered</li><li>Check Out Equipment</li><li>Submitting a Semester Request</li><li>Approving a Semester Request</li></ul>	20 minutes	*											3%
Client	User Interface	Prep	Cheat Sheets: <ul style="list-style-type: none"><li>Accessibility Workflow</li></ul>	15 minutes	*											1%
Both	Accommodation Request	Meeting	Working Session: Accommodation Request Workflow	75 minutes			*									3%
Client	User Interface	Follow-Up	Log-in to Insight Manager interface and update My Account (system title, colors, homepage template)	10 minutes	*											1%
Client	User Interface	Follow-Up	Visit Client Neighborhood	15 minutes	*											
Client	Accommodation Request	Follow-Up	Practice requesting and processing Accommodation requests	30 minutes			*									1%
User Interfaces																
Client	Accommodation Request	Prep Work	Training Videos: <ul style="list-style-type: none"><li>Manager Interface</li><li>Student Interface</li><li>Faculty Interface</li><li>Picklists</li><li>Introduction to Form Builder</li><li>Form Builder - Picklists, Radio Button, and Checkboxes</li><li>Editing Letter Templates</li></ul>	30 minutes			*									3%
Client	Accommodation Request	Prep Work	Cheat Sheets <ul style="list-style-type: none"><li>Faculty Interface</li><li>Picklists</li><li>Form Builder</li></ul>	15 minutes			*									1%
Client	User Interface	Prep Work	Customization Guide: User Interface	45 minutes		*										3%
Both	User Interface	Meeting	Working Session: Interface Overview	75 minutes		*										3%
Client	Data Imports	Imports	Create sample files for data import (3-10 records); submit to TS	25 minutes			*									1%

**2) Describe your approach to test and production environments including license requirements and any additional costs**

Symplecity provides a production environment. If JMU is interested in also having a test environment we can provide one at no additional cost.

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

Symplecity is WCAG 2.0 AA compliant. Documentation is provided in appendix



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

Symplicity provides the ability to give users assistance through announcements and other inline direction. These areas are identified during implementation and can be modified to work for your specific use case and needs.

Symplicity also has a help/hints option where users can add help in the system that students/faculty can read and utilize: They click on a question mark > they see questions and answers based on where they are in the system. Users may also add hints which are "banners" throughout the system to guide students and faculty. For example: "Hint: To add a new semester request, click the add new button below."

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

N/A

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

Symplicity also believes in strategic alignment with our clients. On staff, we have a group specific to strategic initiatives both in function and process. We currently work with our clients in this capacity to ensure our solution meets their needs and directly use that feedback in both the system enhancements as well as developing strategies for increased effectiveness in process and procedure.

#### **7) Describe active user groups and how they function**

Symplicity fosters collaboration within our Accommodate community by holding specific webinars, Q/A sessions and regional events to bring like-minded offices together for future enhancements and strategic alignment.

We are also developing a distinct product user group to test out beta aspects of future release functionality.

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

Licensing is based on number of staff users. We break the bands down into:

Up to 4

5-8 Staff

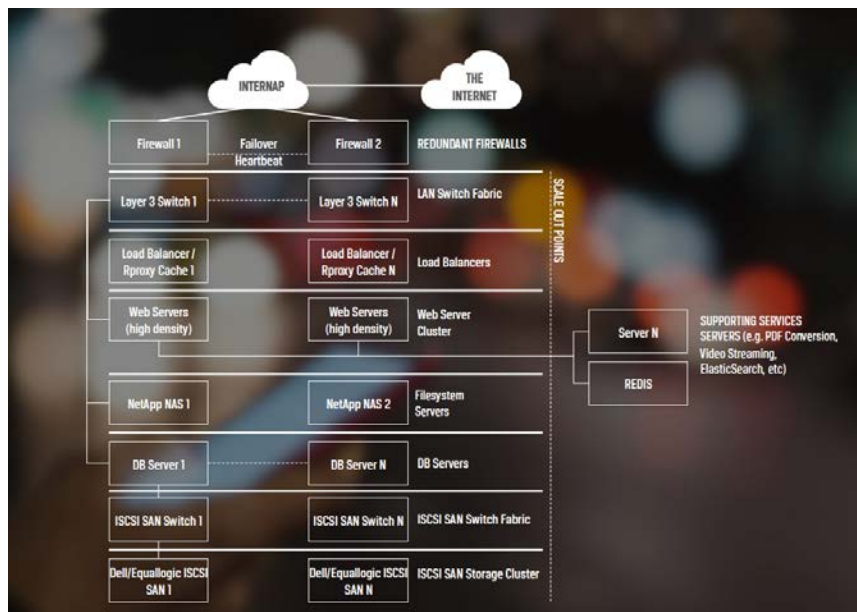
Unlimited

We do not charge or count end users i.e. students. We have used, based on JMU's size, the unlimited user band for pricing.

## Technical

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

Attached is an architecture diagram along with a full architecture document included in the appendix.



**2) Describe the toolset from which your application is derived**

Symlicity is developed on a Linux, Apache (2.4), MariaDB (10.1), PHP 5.3.

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

Accommodate is a SaaS product that does not require a specific operating system. In regard to browsers, Accommodate works on the most up to date versions of Safari, Chrome, Firefox, and Edge/Internet Explorer

**4) Describe any changes to default browser or client security settings**

No changes are required to browser settings

**5) Describe any functionality loss, installation or upgrade problems, or other difficulties if client applications are running using a standard client user account (Non-Admin)**

Accommodate is a SaaS product that does not require a specific operating system, so a non-administrator account would not effect a user's experience.

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

Currently Accommodate does not have a mobile app, but is mobile responsive design. We believe that a use case has not been established that would require a need for a native mobile application. We do however welcome the opportunity to explore that with JMU if this is desired.

We also believe that given the sensitivity of the data that a mobile application could be problematic as it relates to privacy regulations.

**7) Describe your firms approach to staying current with versions of software utilized by your product**

Symlicity's applications depend on numerous 3rd party dependencies. At the software and programming level, Symlicity ensures that software versions utilized are actively maintained.

For the core 3rd party software used to develop applications, notably PHP and MySQL, Symlicity monitors all releases and patches systems with minor version releases on a regular schedule. Symlicity actively monitors all 3rd party software for minor version releases that address security vulnerabilities and applies any known critical version updates as soon as they are identified and proven.

For non-security related minor version releases, Symlicity monitors the status of the new version for a period of time before updating our own systems, to minimize the risk of any new unforeseen bugs in a new release. For major version releases, Symlicity undergoes rigorous analysis and testing before updating applications.

Major version updates are put on the product road map, and development and full regression testing is performed before updating software.

Underlying operating systems are constantly monitored and minor version updates are applied immediately upon detection of any critical vulnerabilities. Similar to the software libraries, major version updates undergo a full analysis and testing period before updates.

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

Symlicity performs an agile development lifecycle with up to quarterly updates, with non-regression tested functionality done outside of major updates.

Roadmap focus:

Semester Request: Streamlining the Workflow – Accommodate is updating the way students and administrators submit semester (renewal requests) each term by streamlining the process so the student only has to do 3 clicks to submit.

Semester Request: Batch Approve and Send Letters – Once a semester request is submitted, administrators are notified and may now navigate to the Semester Request tab and will now have the option to batch approve and send the semester request letters at one time. The option to still do them for each individual student will still be there, but this option allows manager users to complete this process at one time in order to expedite, if desired.

Note Taker: Improved View – The Note Taker module will now have two tabs: Current and Past. Within each of those tabs will be a sub-tab for Pending Assignment, Assigned and Note Takers and once a semester is complete, all of the notes/note takers will go to the Past tab for storage and reporting.

Nonacademic Accommodation – Accommodate will soon allow you to mark an accommodation as nonacademic (for example, a housing accommodation would fall under this category). This makes it so that this accommodation does not appear in the semester request workflow or require that courses be assigned to it since it is non-applicable.

Nonrenewable/Expiration Accommodation – Accommodate will soon allow you to mark an accommodation as nonrenewable as well as assign an expiration date to the accommodation (for example, an elevator pass for a student who broke their leg may need an accommodation that has an expiration date). Students and managers are notified via email when the expiration date has occurred.

Course and Accommodation Summary Reporting Fields – Our reporting module will now have new fields for both Courses and Accommodations that allow these values to be collapsed into a single row for each student.

## 2018 System Enhancements

Enhanced Assignments – This would allow more than one user to be assigned to a case file/accessibility request.

Signature/Tracking – This would allow for faculty/student signatures on letters, along with full tracking functionality to view open times.

End Time Display – Display the test room booking end time throughout the request as well as in the list view so that users do not have to add start time + length to determine when the exam is over.

Student Flags – Ability to assign student flags from the equipment section and the accessibility portion.

Alternative Text – Ability to import data from the bookstore and relate it directly to the student/course to streamline the request and processing workflow, along with giving clients the ability to create a customized checklist so that they may track where the text is in the process and report on time between steps.

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

Accommodate has SOAP API's for student data and a Reporting API for real time access to reports. REST API's are in development.

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

Symplcity would develop an auto-import project for ingesting student, faculty, and schedule data and pricing is included in the pricing section of this proposal. SOAP API and Report API documentation can be provided on request.

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

Most clients will use SFTP file transfer method. We recommend weekly full files or alternatively daily deltas to import the data from your SIS. We support LDAP/CAS/Shibboleth/Custom SAML for SSO.

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

See Architecture Attachment from question 1

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

RSS feeds are available for student announcements, and ical files attach to approved appointment requests for staff members. Additionally, a reporting API is available for clients to utilize.

## Security

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

N/A

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

Symplcity supports LDAP/CAS/Shibboleth/Custom SAML for SSO.

See attached document for more details.

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

Symplcity maintains several methods of encrypted controls, many of which comply with FIPS standards, depending on the application being served.

Symplcity systems and its components are 100% web based and are accessed via encrypted Secure Socket Layer (SSL) communications providing end to end security from Symplcity to the client.

We do support 128 SSL but prefer to utilize 256 SSL. Built off proven technologies in the Symple Objects Framework that has successfully been deployed at federal agencies, over 1000 colleges and universities, and private enterprises, Symplcity's systems are built off of a framework that has been tested and refined over nineteen years.

We adhere to the sslabs and industry standards and are constantly changing to maintain our A+ rating there, so available ciphers/protocols are based on that at any given time.

While we do not encrypt individual fields (with a few exceptions, i.e. invoices, credit card numbers) in the system while at rest if you want, we can explore moving your site to our encrypted db. We can provide additional PGP encryption if the you would like that.

We would need you to share your public key in order for us to decrypt. If the you want to use PGP encryption for your imports we do support that as well for an additional set up.

**4) Describe the ability to audit and monitor the solution. Describe all logging mechanisms and associated formats (e.g. ascii log file, windows event log, database). Describe abilities to export log and audit data to external systems and/or be fetched from them (e.g. syslog, SIEM, OS/application/network monitoring systems). Describe the effects of auditing and logging on a**

**production implementation. State if the proposed system is sized for full audit capability. Describe elements captured with the audit/logging process**

All Symplicity's systems contain an Event Log in system. This will show every place the user clicked and or changed an item in the system. We monitor using Rsyslog and Zabbix.

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

We use the phpmetrics tool (<http://www.phpmetrics.org>) for general static code analysis. We also get some additional stats from phpunit code coverage reports for our unit tests.

On the security side of things, we use roave/security-advisories composer packages which checks 3rd party libraries for known security issues based on the version being used in a given installation. We also maintain our own mirror of these 3rd party libraries to decrease risk of official composer/pkgagist being down or compromised.

Another tool we use for security checks is Skipfish, but that is not static - it is a tool that attempts to discover any potential vulnerabilities in an actual web-based system (usually a test system, but we had clients use this and similar tools against an instance in production too.)

## Maintenance and Support

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

Accommodate updates at the most 4 times a year, and is based off of our roadmap where we work internally and with clients to specify new features. Clients submit ideas through our support staff and/or through our Client Neighborhood. Our team also sends surveys about certain topics to receive feedback and suggestions.

We complete these new features using an agile development process, which includes full feature testing by our quality assurance staff as well as a full regression before any update is released. These releases happen overnight when clients are not using their system, and there is no down time beyond a brief few minutes. Clients are notified of these updates, given an update guide that includes all of the details of the features along with the release date. They may also attend a live webinar (or watch a recorded version).

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

Because Accommodate is SaaS, our support staff is able to access your system as needed without access to your servers. Our support staff works from remote locations. Please find a breakdown of the support staff.

#### *Relationship Manager*

The system implementation and ongoing support will be overseen by JMU's Relationship Manager. The Relationship Manager is the most senior, seasoned support professional on the Accommodate Support Team with many year's experience in the student support services and student affairs field. Relationship Managers also have a deep understanding of the capabilities and customizability of the Accommodate product.

Relationship Managers own the project management plan and the implementation schedule and work with both internal Symplicity resources as well as client points of contact to ensure that Accommodate is fully implemented on-time and on-budget.

Throughout the product license period, the Relationship Manager will maintain regular contact to discuss enhancements, integration, and overall systems operations. They routinely host customer meetings to discuss big picture initiatives, product management goals, and customer satisfaction to ensure that there is perfect alignment between client expectations and the product and service that Symplicity is delivering.

From a day-to-day operations standpoint, the Relationship Manager also route and tracks all outstanding issues to ensure that Symplicity has involve the appropriate subject matter experts to respond promptly and appropriately the customer's request.



## *Help Desk*

The Accommodate Help Desk provides live support to Accommodate customers. The Help Desk is staffed by subject matter experts from the student support services and student affairs field. Phone calls are answered immediately, and any/all email requests receive a response within one hour. Product issues, technical support, business process issues, and connectivity issues that cannot be resolved immediately will be escalated to the appropriate organization for disposition.

The Help Desk provides telephone and email support during regular business hours (9:00 a.m. to 7:00 Eastern Time [ET]). Extended hours (e.g. evening and weekends) may be necessary given advanced notice and during peak submission season. Also, Symplicity monitors its infrastructure 24x7x365 and will be on-call 24x7x365 for any system failures.

The Help Desk will be available to serve as the first point of contact for JMU users who need assistance in the use or operations of the Symplicity's product. The Help Desk will have established policies and procedures that include basic support, as well as escalation procedures.

Symplicity will use a state-of-the-art Issue Tracking System to track Help Desk tickets and provides customers with real-time status updates.

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

Accommodate offers a full, robust support model. Your Account Executive is with you throughout the implementation process and once you are live, and they do on site visits as well as work closely with the team to make sure everyone is getting the most out of Accommodate.

When you begin your implementation process, you are assigned a Transition Specialist who trains, sets up and works closely with you to get the system up and running until you go live for your students. You will also be given a Client Manager, who is assigned to you from the first day and is your go-to person for functionality questions, big-picture items, additional trainings, etc.

Throughout this entire process, you are also given full access to our support desk, which can be reached via phone or email through our ticketing system and is open from 9am EST – 8pm EST.

Please refer to our SLA for additional details about support expectations and response times.

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

With your assigned Client Manager and Account Executive along with our help desk that allows for unlimited calls/tickets/emails, there should be no additional services required for operating the system and the contract appropriately covers all the needs of our Accommodate clients.

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

In the event that a bug is found in the system, the following steps are taken:

- 1) Client reaches out to the help desk or their Client Manager to report an issue (or the issue is found by an Accommodate support staff member)
- 2) Accommodate support team thoroughly troubleshoots the issue in the client site where applicable (if the issue appears to be local) along with our playground production site in order to replicate the problem.
- 3) Once the issue has been replicated, a ticket is generated by Accommodate support that is then escalated to the Lead Product Support Specialist for review, and the client is notified that this next step has been taken.
- 4) The Lead Product Support Specialist reviews the issue, replicates and adds any additional notes. The issue is then prioritized and escalated to our developers.
- 5) The Lead Product Support Specialist works closely with the development team to complete our bugs in priority order. Once the bug has been assigned to a developer, an email is sent directly to the client to let them know the issue has been taken and is in progress.
- 6) Once the bug has been fixed by our development team, the fix is confirmed on their development environment and tested by our quality assurance team.
- 7) When the quality assurance team confirms the issue is resolved, the developers then push the fix to the production environment (globally or locally), where the quality assurance team tests to confirm it is resolved.
- 8) A resolve email is sent to the client to notify them that the issue has been resolved

At any time, a client may request an update on any issue ticket.

Please refer to our SLA on information about response and resolve time requirements.

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

Because Accommodate is SaaS, there would be no impact to JMU's ability to apply security updates in a timely manner.

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

See Technical Section question 8 for full roadmap focus.

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

Accommodate's Responsibility: It is up to the Accommodate support team to resolve all bugs that are found in the system. While we may sometimes require assistance from the end-user in regard to examples or request additional information, it is the responsibility of our team to resolve.

JMU: If JMU has any issues that would effect auto imports being sent to the drop sites or CAS/LDAP/Shibboleth authentication issues, we would rely on your team to resolve those issues. Our developers are available to look at back end logging for authentication issues, where applicable.

## Privacy

**1) Provide your firm's privacy statement and that of any partners involved in providing your proposed solution.**

<https://www.symplicity.com/support/privacy-shield-statement>

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

NA

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

NA

**4) Describe how information is stored and kept secure.**

NA

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

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

NA

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

NA

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

NA

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

NA

## Pricing Schedule

Symplicity is offering the following pricing considerations for this RFP.

Our pricing is based on a year 1 cost that encompasses both a one time and recurring fee. The one-time fee is based on the implementation and technical projects included in the package.

In addition, due to the already established relationship with JMU, we have applied a 15% discount to the pricing along with a 5% escalation lock for the life of the contract.

***Note, this discount will also be applied to the current CSM contract as the discount is provided to schools with multiple product lines at an institution.***

Subscription	Qty	List Price	Year 1
<b>Symplicity Accommodate Unlimited Staff Users</b>	1	\$11,000	\$11,000
<i>Online Accommodation Request Forms</i>			
<i>Customizable Accommodation Approval and Delivery Workflow</i>			
<i>Real-Time Notification via Email</i>			
<i>Departmental Contacts Management</i>			
<i>Automatic Letter Generation and Delivery</i>			
<i>Equipment/Assisted Devices Inventory Tracking</i>			
<i>Meeting Notes Tracking w/ Visibility Controls</i>			
<i>Document Library</i>			
<i>Role-Based Access Controls</i>			
<i>Powerful Reporting Tools and Statistics</i>			
<i>Built In Data Import Tool</i>			
<i>Authentication LDAP,CAS</i>			
<i>Alternative Test Room Booking</i>			
<i>Note-Taker Network</i>			
<i>Student Tracking System</i>			
<b>Discount 15%</b>			<b>(\$1,650.00)</b>
<b>Subscription Total</b>		<b>\$11,000</b>	<b>\$9350.00</b>
<b>One Time Implementation</b>			
Accommodate Setup including Kiosk		<b>\$7000</b>	<b>\$5000</b>
Auto Import of Student/Faculty/Schedule Data		<b>\$5700</b>	<b>\$4700</b>
<b>Total</b>		<b>\$12,000</b>	<b>\$9700</b>
<b>Total First Year Value</b>		<b>\$23,000</b>	<b>\$19,050</b>

## 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 20 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 #
Georgia Southern University	3 Years	1332 Southern Dr. Statesboro GA 30460	Deborah Perez-Lopez 912-478-1566
Pepperdine University	3 Years	24255 Pacific Coast Highway Malibu, CA 90263-6500	Sandra Harrison 310-506-6500
Ohio University	3 Years	Baker University Center 348 Athens, Ohio 45701-2979	Carey Busch 740-593-2620
Kennesaw State	2 Year	1000 Chastain Rd. Kennesaw GA 30144	Paula Almond 470-578-6651
University of Maryland Baltimore County	2 Years	1000 Hilltop Cr. Baltimore MD 21250	Tawny McManus 410-455-2459

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

Justin Tan COO

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*Symplcity Corporation*  
*3003 Washington Blvd, Suite 900, Arlington VA 22201*

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Chris Guzek- Strategic Account Director

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*Symplcity Corporation*

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

☐ YES   ☒ NO

IF YES, EXPLAIN: \_\_\_\_\_

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## ATTACHMENT B

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

**Offeror Name:** Symlicity Corporation **Preparer Name:** Chris Guzek

**Date:** 8/6/17

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).**



ATTACHMENT B (CNT'D)

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

Procurement Name and Number: \_\_\_\_\_

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

Date Form  
Completed

Offeror / Proposer:

Firm

Address

Contact Person/No.

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

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

## VASCUPP Contracts

James Madison University: 20K

George Mason University: 31K

Radford:11K

UVA: 28K

University of Mary Washington:15K

William and Mary: 7K

## Appendix

- VPAT
- Symplicity Architecture
- SSO Option Cheat Sheets
- Sample Reports as Separate Attachment

## Symplicity Accommodate

Section 1194.22 Web-based Internet information and applications  
Voluntary Product Accessibility Template™

### CRITERIA

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## Symlicity Architecture

### Symlicity Software Architecture

Symlicity develops its solutions – both in-house and custom development engagements, using the SympleObjects Platform.

SympleObjects is an intuitive, graphical, web based framework that offers layers of security and a powerful interface for entering, storing, retrieving, managing, and reporting on information in a complex workflow environment. It reduces the time-to-market of complex software systems and allows us to deliver best of breed solutions in minimal time.

Symlicity employs all relevant standards and best practices in high performance, highly scalable, n-tier, web applications architecture. Symlicity fully complies with relevant federal statutory and regulatory requirements (including Privacy Act, 508) and legal mandates where applicable.

Symlicity's approach builds on the foundation of open source and tools that allow for flexibility in developing, implementing and deploying systems.

To deliver our applications, we employ dynamic load balancing across clustered sets of servers at various tiers which allows for scaling both vertically and horizontally as new capabilities are deployed and usage increases. Our infrastructure also employs an HTTP/SSL accelerator/reverse proxy cache tier to allow load balancing at the switch level and to offload processor intensive tasks thus allowing increased scalability.

Each component of Symlicity solutions have been specified to provide the most efficient use of projected hardware and software.

Symlicity solutions are comprised primarily of the following components:

#### Web/Application Servers

The web servers are used as the application's "front end", receiving client connections, passing requests to the application server for processing, and sending responses back to clients.

The application servers run Symlicity's SympleObjects e-Business Framework and a large library of related code. The SympleObject framework and associated libraries are written in highly optimized, object oriented PHP. This codebase comprises the business logic necessary for the operation of our systems.

Symlicity's SympleObjects is OS agnostic (can run on any OS) but it generally employs Linux as the Operating System for its proven reliability, performance, and security. Further, Symlicity generally deploys its applications with Apache at the web tier, but also works fine with other web servers, including nginx.

## Data Container

SympleObjects contains an abstraction layer for most major RDBMS systems as well as Elastic search, a leading clustered NoSQL data container, which are then utilized with our object-relational mapping (ORM) layer to expose business objects to higher tiers in our framework.

Symlicity's applications are typically deployed on MySQL and/or MariaDB (a MySQL variant)

as the primary data container, with Elastic search frequently employed along side for very high performance/text search capabilities.

## Integration Systems

This layer allows the system to interact with external systems in a secure manner using industry standard REST and SOAP based web services interfaces wherever possible and provides support for alternative integration mechanisms such as ETL to maintain backwards compatibility with legacy systems.

## SympleObjects™

Symlicity has employed its proven open-architecture framework to build and deploy solutions for many of its clients, including hundreds of higher-education institutions, the Small Business Administration, National Institutes of Health, Department of Transportation, and others. This highly modular, component based application framework enables Symlicity to rapidly design and deploy complex web based information systems, while ensuring high performance, scalability, and reliability.

The SympleObjects™ Framework is built on open standards and is highly customizable and configurable. The Framework provides Symlicity with the necessary building blocks to design and deploy information systems customized to client requirements in a fraction of the time typically required for custom built solutions. In essence, the Framework combines the benefits of customized and off-the-shelf systems into a single solution.

The SympleObjects™ Framework is comprised of four key layers:

Data Container

Templates

Data Container (RDBMS/NoSQL)

AppObjectsForms AppObjectsLists

Web Browser Handheld Device

Third Party Systems

REST/SOAP

AppObjects

The SympleObjects™ Framework

Cache

SympleObjects™ supports all major RDBMS systems as well as Elasticsearch (clustered NoSQL database) to be employed as the persistent data store.

## Application Objects

Application objects are the heart of the SympleObjects™ Framework – they are custom defined for every information type in a system. A given object is defined by the set of information or object attributes that is carried for it.

## Presentation Layer

Object Forms: Application Object forms enables the system to display forms for any AppObject, in either display or edit/manage mode. Objects may be edited from a web interface on desktop and mobile devices. AppObjectForms intelligently renders forms for any required interface incorporating device, user context and authorization.

Object Lists: SympleObjects Application Object Lists allows for simple creation and management of collections of objects -- empowering system integrators with functionality that includes definition of list columns, searching, sorting and filtering (all subject to user context and authorization).

## Components

At the highest level, the SympleObjects™ Framework provides a set of reusable application components which are typical in many complex information applications. Applicant Components are then used as building blocks of the larger solution. This high degree of modularity inherent to using these Application Components in building large systems, is a key factor in the speed of implementation, the high degree of flexibility, as well as in the scalability and performance of SympleObjects™ based solutions. Some of these components include:

- Document Management
- Project/Task Management
- Contact Management
- Calendaring
- Collaborative Discussions
- Email Lists
- Authentication modules

Various Utility modules, including a mail merge capable email system, e-printing subsystem, and object flagging module.

The SympleObjects Rules Engine provides authorized non-programmers access to the business logic for complex workflows and routing via an easy-to-use graphical user interface. The Rules Engine has been deployed in many of SympleObjects' applications in myriad contexts.



## Symple Shibboleth Authentication

Symple Shibboleth serves to provide a seamless logon experience for students, professional staff or faculty (if you have purchased the Faculty Module), allowing them to utilize their university-related logon credentials to access Accommodate. It is offered at a discounted rate because it only uses EPPN as the attribute (edupersonprinciple) and thus will only be available to a single interface, for a rate of \$550.

This authentication method links up with the university's directory, therefore, passwords would not need to be managed within Accommodate, but are rather managed through the typical campus password reset protocol. To enable Symple Shibboleth, complete the questionnaire below.

### Shibboleth Set-Up Form

All information is needed in order for Symplicity to begin setup of shibboleth integration and to make the project as seamless as possible for both parties.

**1. Confirm that your organization is a member of the InCommon Federation.**

<http://www.incommonfederation.org>. This is a requirement for shibboleth integration with any Symplicity product.

**2. Send your IdPs entity ID.**

An example entity ID is <https://www.schoolname.edu/idp/shibboleth>. This is needed for the setup so that we know what IdP to check when authenticating your users.

**3. Confirm that the attribute being sent is the default Unique ID called "edupersonprinciple" or EPPN.**

You are able to pass us one attribute through the shibboleth integration, and it is required that this attribute is the unique identifier for your users. As noted, this attribute **must** be the EPPN for Symple Shibboleth configuration. **IMPORTANT:** If this attribute is NOT the EPPN, we cannot complete the Symple Shibboleth setup and would need to do a full Shibboleth setup, which involves a different questionnaire, additional fees, and custom integration services.

**4. Provide test account with login credentials**

In order for us to test the shibboleth integration and troubleshoot issues a test shibboleth account is required (username and password included). If a test account is not provided we are unable to move forward with the integration

**5. Identify who will be the Shibboleth point of contact.**

Please provide the name, email address and phone number for the point of contact for Shibboleth inquiries



guration stanza.

# CAS Authentication

CAS serves to provide a seamless logon experience for student, professional staff and faculty (if you have purchased the Faculty Module), allowing them to utilize their university-related sign on portal and logon credentials to access Accommodate. Because the authentication method links up with the university's directory, passwords would not need to be managed within Accommodate, but are rather managed through the typical campus password reset protocol. Currently, we only support CAS protocol version 1. However, your server version may be version 1, 2 or 3, as long as it supports protocol version 1.

## Accessing Accommodate

You will be provided login credentials to access the Accommodate system. The typical Accommodate URL is formatted as, [https://\[schoolname\]-accommodate.simplicity.com/manager](https://[schoolname]-accommodate.simplicity.com/manager)

\* [schoolname] is the name of your specific Accommodate instance

## Setting Up and Testing CAS Authentication

### Step 1: Establish Connection to Accommodate Passthru

Since users of Accommodate will be logging on through a university portal, your IT team will need to connect the Accommodate passthru to the university portal. There are two passthru which are specific to students and staff:

- Students: [https://\[schoolname\]-accommodate.simplicity.com/sso/students/login](https://[schoolname]-accommodate.simplicity.com/sso/students/login)
- Staff: [https://\[schoolname\]-accommodate.simplicity.com/sso/manager/login](https://[schoolname]-accommodate.simplicity.com/sso/manager/login)

\* [schoolname] is the name of your specific Accommodate instance.

Student authentication should channel through the student passthru, professional staff authentication should channel through the staff/manager passthru.

### Step 2: Notify Support Specialist of Unique Attribute

Notify the Support Specialist of the unique identifier you will be utilizing to sync CAS with Accommodate authentication. This field must first be enabled/visible in Accommodate (typically username, ID number or email). Please let the Support Specialist know if this is different for staff vs. students.

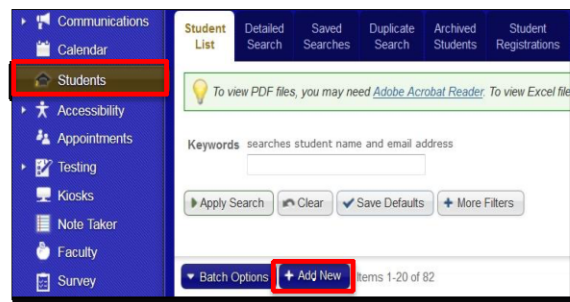
### Step 3: Create a Test Student Account

It is highly recommended that you set up student CAS before setting up staff CAS. If you set up staff CAS first and your settings do not work, you will be locked out of the system.

Therefore, a test student must be created so that you may test your settings. The test student

**MUST** have legitimate University credentials. To add a new student account, navigate to **Students** on the left hand navigation menu and click "Add New". Complete all required fields (those marked with a red asterisk) in the main profile page and select "Save". **Be sure that you have input the value for the login attribute.**

[simplicity.com](https://simplicity.com) | [info@simplicity.com](mailto:info@simplicity.com)



Confidential | page 1 of 5

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[illegible]

Cora Abagan	Statistics 124 (STAT124)
Cora Abagan	Statistics 124 (STAT124)
Cora Abagan	Statistics 124 (STAT124)
Cora Abagan	Statistics 124 (STAT124)
Cora Abagan	Statistics 124 (STAT124)
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Cora Abagan	Statistics 124 (STAT124)
Cora Abagan	Statistics 124 (STAT124)
Cora Abagan	Statistics 124 (STAT124)
Cora Abagan	Statistics 124 (STAT124)
Gail Majewski	American History 151 (HIS 151)
Giovanni T Gochenour	Statistics 124 (STAT124)
Giovanni T Gochenour	Statistics 124 (STAT124)
Giovanni T Gochenour	Statistics 124 (STAT124)
Harry Smith	American History 151 (HIS 151)
Harry Smith	American History 151 (HIS 151)
Harry Smith	American History 151 (HIS 151)
Harry Smith	American History 300 (HIS 300)
Harry Smith	American History 300 (HIS 300)
Harry Smith	American History 300 (HIS 300)
Joan Beasley	American History 151 (HIS 151)
Joan Beasley	American History 151 (HIS 151)
Joan Beasley	American History 151 (HIS 151)
Joan Beasley	American History 151 (HIS 151)
Joan Beasley	American History 151 (HIS 151)
Joan Beasley	American History 151 (HIS 151)
Joan Beasley	American History 151 (HIS 151)
Joan Beasley	British Literature (101)
Joan Beasley	British Literature (101)
Joan Beasley	Calculus 200 (MAT 200)
Joan Beasley	Calculus 200 (MAT 200)
Joan Beasley	Calculus 200 (MAT 200)
Kyler Bessord	Statistics 124 (STAT124)
Kyler Bessord	Statistics 124 (STAT124)
Kyler Bessord	Statistics 124 (STAT124)
Nicole Hicks	American History 151 (HIS 151)
Rebecca Fox	Introduction to Statistics (MAT 120)
Rob D Huitt	Advanced Chinese (CHI257)

Tanna V Montandon	()
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Alternative Testing Room Booking: Testing Room	Alternative Testing Room Booking: Testing Date
Alternate Testing Room Main	7/21/2017
Alternate Testing Room Main	7/27/2017
Computer Lab	2/8/2017
Main Hall	6/21/2017
Lake Hall 126	6/12/2017
Computer Lab	6/21/2017
Computer Lab	12/17/2014
Computer Lab	7/27/2016
Bagby 122	6/30/2016
Lake Hall 126	7/27/2016
Lake Hall 126	5/1/2017
Lake Hall 126	5/3/2017
Lake Hall 126	5/10/2017
Lake Hall 126	5/19/2017
Computer Lab	7/6/2016
Computer Lab	6/23/2016
Computer Lab	6/24/2016
Computer Lab	6/27/2016
Computer Lab	6/27/2016
Computer Lab	6/30/2016
Computer Lab	6/30/2016
Computer Lab	7/6/2016
Computer Lab	7/8/2016
Computer Lab	7/12/2016
Computer Lab	7/13/2016
Computer Lab	7/20/2016
Computer Lab	7/21/2016
Computer Lab	7/25/2016
Computer Lab	7/29/2016
Computer Lab	7/29/2016
Computer Lab	8/1/2016
Computer Lab	8/10/2016
Computer Lab	8/11/2016
Computer Lab	8/11/2016
Computer Lab	8/12/2016
Computer Lab	8/12/2016
Computer Lab	8/18/2016
Computer Lab	8/19/2016
Computer Lab	8/19/2016



Computer Lab	8/22/2016
Computer Lab	8/22/2016
Computer Lab	8/23/2016
Computer Lab	8/25/2016
Computer Lab	12/22/2016
Main Hall	6/21/2016
Computer Lab	6/5/2017
Lake Hall 126	6/23/2017
Computer Lab	9/9/2016
Computer Lab	9/9/2016
Computer Lab	9/12/2016
Computer Lab	9/12/2016
Computer Lab	9/13/2016
Computer Lab	9/14/2016
Computer Lab	9/14/2016
Computer Lab	9/20/2016
Computer Lab	9/22/2016
Computer Lab	9/26/2016
Computer Lab	9/29/2016
Computer Lab	10/6/2016
Computer Lab	10/12/2016
Computer Lab	10/18/2016
Computer Lab	10/20/2016
Computer Lab	10/20/2016
Computer Lab	10/21/2016
Computer Lab	10/24/2016
Computer Lab	10/25/2016
Computer Lab	11/1/2016
Computer Lab	11/1/2016
Computer Lab	11/2/2016
Computer Lab	11/3/2016
Computer Lab	11/3/2016
Computer Lab	11/4/2016
Computer Lab	11/4/2016
Computer Lab	11/10/2016
Computer Lab	11/15/2016
Computer Lab	11/17/2016
Computer Lab	11/24/2016
Computer Lab	12/7/2016
Computer Lab	12/9/2016

Computer Lab	12/19/2016
Computer Lab	12/19/2016
Computer Lab	12/20/2016
Computer Lab	12/20/2016
Computer Lab	12/21/2016
Computer Lab	12/22/2016
Computer Lab	12/23/2016
Lake Hall 126	9/9/2016
Lake Hall 126	9/14/2016
Lake Hall 126	10/28/2016
Lake Hall 126	11/22/2016
Lake Hall 126	7/14/2017
Lake Hall 126	10/5/2016
Lake Hall 126	1/4/2017
Lake Hall 126	6/22/2017
Lake Hall 126	7/14/2017
Lake Hall 126	7/21/2017
Lake Hall 126	8/2/2017
Alternate Testing Room Main	7/14/2017
Alternate Testing Room Main	7/18/2017
Alternate Testing Room Main	7/28/2017
Main Hall	9/24/2015
Main Hall	9/29/2015
Main Hall	9/29/2015
Main Hall	11/3/2015
Main Hall	11/4/2015
Main Hall	11/11/2015
Main Hall	11/23/2015
Main Hall	4/27/2016
Bagby 122	3/3/2014
Bagby 122	3/3/2014
Main Hall	10/12/2015
Main Hall	10/15/2015
Main Hall	11/18/2015
Computer Lab	10/19/2016
Computer Lab	11/2/2016
Main Hall	6/23/2017
Computer Lab	4/7/2017
Lake Hall 126	7/20/2017
Lake Hall 126	6/20/2017

Main Hall	3/2/2017
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Alternative Testing Room Booking: Testing Time	Alternative Testing Room Booking: Appointment Length
9:00 am	90
1:00 pm	50
2:00 pm	120
11:00 am	30
1:00 pm	90
10:00 am	120
3:00 am	20
12:00 pm	60
3:00 am	90
1:00 pm	60
1:00 pm	60
1:00 pm	60
1:00 pm	60
1:00 pm	60
12:30 pm	120
1:00 pm	120
11:30 am	60
9:30 am	60
9:30 am	120
11:00 am	120
3:00 pm	30
11:30 am	120
12:00 pm	60
11:00 am	120
9:00 am	120
11:00 am	120
1:00 pm	60
9:30 am	120
10:00 am	60
12:00 pm	60
9:30 am	120
12:00 pm	30
11:00 am	120
12:30 pm	120
10:00 am	120
11:30 am	120
2:00 pm	30
10:00 am	120
2:00 pm	120

9:30 am	90
1:30 pm	120
10:00 am	120
11:00 am	120
11:00 am	120
10:30 am	60
1:00 pm	90
9:00 am	50
10:00 am	120
2:00 pm	120
9:30 am	120
9:30 am	120
11:30 am	120
9:00 am	30
11:00 am	120
3:00 pm	30
9:30 am	120
9:30 am	120
1:00 pm	60
1:00 pm	120
11:00 am	120
12:30 pm	120
11:00 am	120
1:30 pm	120
1:30 pm	120
11:30 am	120
10:30 am	30
10:00 am	60
10:00 am	120
9:30 am	120
11:30 am	60
2:00 pm	120
11:00 am	120
3:00 pm	30
12:30 pm	120
12:00 pm	120
1:00 pm	120
11:00 am	120
9:00 am	120
10:30 am	30

9:30 am	120
11:30 am	120
2:00 pm	120
2:30 pm	30
9:00 am	30
11:00 am	120
10:00 am	120
9:00 am	120
2:30 pm	60
3:30 pm	40
3:30 pm	60
1:00 pm	120
11:00 am	30
3:30 pm	30
10:30 am	30
1:00 pm	120
1:00 pm	120
1:00 pm	120
12:00 pm	120
2:00 pm	40
1:00 pm	60
10:30 am	30
10:30 am	30
11:00 am	30
11:30 am	30
10:00 am	30
9:30 am	30
10:00 am	30
10:00 am	30
11:00 am	20
1:00 pm	90
10:00 am	30
12:00 pm	30
10:00 am	30
10:00 am	120
12:00 pm	30
12:00 pm	30
1:00 pm	60
2:00 pm	60
11:30 am	60

11:30 am	30
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[illegible]



[illegible]

Lorelei Anderson	lsanders@demo.edu
Lorelei Anderson	lsanders@demo.edu
Lorelei Anderson	lsanders@demo.edu
Lorelei Anderson	lsanders@demo.edu
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Lorelei Anderson	lsanders@demo.edu
Lorelei Anderson	lsanders@demo.edu
Lorelei Anderson	lsanders@demo.edu
Lorelei Anderson	lsanders@demo.edu
Charley Beland	CharleyBeland@test.edu
Lorelei Anderson	lsanders@demo.edu
Lorelei Anderson	lsanders@demo.edu
Lorelei Anderson	lsanders@demo.edu
Charley Beland	CharleyBeland@test.edu
Charley Beland	CharleyBeland@test.edu
Charley Beland	CharleyBeland@test.edu
Charley Beland	CharleyBeland@test.edu
Charley Beland	CharleyBeland@test.edu
Charley Beland	CharleyBeland@test.edu
Jason Berger	jberger@example.net
Jason Berger	jberger@example.net
Jason Berger	jberger@example.net
Jason Berger	jberger@example.net
Jason Berger	jberger@example.net
Jason Berger	jberger@example.net
Jason Berger	jberger@example.net
Lorelei Anderson	lsanders@demo.edu
Lorelei Anderson	lsanders@demo.edu
Lorelei Anderson	lsanders@demo.edu
Lorelei Anderson	lsanders@demo.edu
Lorelei Anderson	lsanders@demo.edu
Lorelei Anderson	lsanders@demo.edu
Lorelei Anderson	lsanders@demo.edu
Lorelei Anderson	lsanders@demo.edu
Charley Beland	CharleyBeland@test.edu
Lorelei Anderson	lsanders@demo.edu
Kendra Badillo	KendraBadillo@test.edu

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Accessibility Request: Request #	Student: Student ID	Student: Name	Student: Email
A00006-2017	564518915	Alice Stroud	stroud@example.edu
A00006-2017	564518915	Alice Stroud	stroud@example.edu
A00009-2017	5615891596	Testing NonAcademic	academ@example.edu
A00006-2017	564518915	Alice Stroud	stroud@example.edu
A00007-001-2017	554618945	Kelly Texting	texting@example.edu
A00008-2017	2154118561	Testing Nonrenew	nonrenew@example.edu
A00007-2017	554618945	Kelly Texting	texting@example.edu
A00006-2017	564518915	Alice Stroud	stroud@example.edu
A00002-2017	Test1257	Ronnie Jimenez	rj@symporttest.edu
A00005-2017	542222547	Example Apple	exap@example.edu
A00004-2017	Test1258	Leo Fuller	lf@symporttest.edu
A00006-2016	Test1255	Dianne Griffith	dg@symporttest.edu
A00007-2016	Test1256	Ralph Rodgers	rr@symporttest.edu
A00014-2016	8765	Samuel Abernethy	sam@example.edu
A00002-2017	Test1257	Ronnie Jimenez	rj@symporttest.edu
A00006-2016	Test1255	Dianne Griffith	dg@symporttest.edu
A00007-2016	Test1256	Ralph Rodgers	rr@symporttest.edu
A00014-2016	8765	Samuel Abernethy	sam@example.edu
A00002-2017	Test1257	Ronnie Jimenez	rj@symporttest.edu
A00004-2017	Test1258	Leo Fuller	lf@symporttest.edu
A00005-2017	542222547	Example Apple	exap@example.edu
A00006-2016	Test1255	Dianne Griffith	dg@symporttest.edu
A00007-2016	Test1256	Ralph Rodgers	rr@symporttest.edu
A00006-2016	Test1255	Dianne Griffith	dg@symporttest.edu
A00006-2016	Test1255	Dianne Griffith	dg@symporttest.edu
A00007-2016	Test1256	Ralph Rodgers	rr@symporttest.edu

Accessibility Accommodation: Semester Request	Accessibility Accommodation: Requested Accommodation
no	Double Time on Exams
no	Housing Accommodation
no	Housing Accommodation
no	Note taking or assistance with lecture notes
no	Note taking or assistance with lecture notes
no	Note taking or assistance with lecture notes
no	Software for exams
no	Use word processor for tests
yes	Additional 45 minutes
yes	Additional 60 minutes
yes	Additional 90 minutes
yes	Assistive listening devices
yes	Assistive listening devices
yes	Assistive listening devices
yes	Distraction-reduced examinations
yes	Distraction-reduced examinations
yes	Distraction-reduced examinations
yes	Double Time on Exams
yes	Note taking or assistance with lecture notes
yes	Note taking or assistance with lecture notes
yes	Note taking or assistance with lecture notes
yes	Note taking or assistance with lecture notes
yes	Note taking or assistance with lecture notes
yes	Software for exams
yes	Time and a Half on Exams
yes	Time and a Half on Exams

<b>Accessibility Accommodation: Semester</b>	<b>Accessibility Accommodation: Courses</b>
Summer 2017	ECON111, SOC219
Summer 2017	
Summer 2017	
Summer 2017	ECON111, SOC219
Summer 2017	NPB312
Summer 2017	
Summer 2017	NPB312
Summer 2017	ECON111, SOC219
Summer 2017	NPB312, ECON111, STAT124, SOC219, CHI257
Summer 2017	ECON111, CHI257
Summer 2017	SOC219, ECON111, STAT124, CHI257, NPB312
Summer 2017	STAT124, CHI257, SOC219, NPB312
Summer 2017	SOC219, CHI257, NPB312, STAT124, ECON111
Summer 2017	ECON111, SOC219, CHI257, STAT124, NPB312
Summer 2017	NPB312, ECON111, STAT124, SOC219, CHI257
Summer 2017	STAT124, CHI257, SOC219, ECON111, NPB312
Summer 2017	SOC219, CHI257, NPB312, STAT124, ECON111
Summer 2017	ECON111, SOC219, CHI257, STAT124, NPB312
Summer 2017	NPB312, ECON111, STAT124, SOC219, CHI257
Summer 2017	SOC219, ECON111, STAT124, CHI257, NPB312
Summer 2017	ECON111, CHI257
Summer 2017	STAT124, SOC219, ECON111, NPB312
Summer 2017	SOC219, CHI257, NPB312, STAT124, ECON111
Summer 2017	STAT124, CHI257, ECON111, NPB312
Summer 2017	STAT124, CHI257, SOC219, ECON111, NPB312
Summer 2017	SOC219, CHI257, NPB312, STAT124, ECON111

Accessibility Reques	Accessibility Request: Student	Accessibility Request: Disability
A00001-001-2017	Kristin KOTest Fox	Chronic Health
A00001-2017	Kristin KOTest Fox	ADHD
A00002-2014	Extra Test	ADHD
A00002-2016	Behat Sanity Test	ADD/ADHD - Other
A00002-2017	Ronnie Jimenez	Chronic Health ,ADHD
A00003-2015	Peter Anderson	Chronic Illness - Other
A00003-2017	Andrew Graham	ADHD
A00004-2017	Leo Fuller	ADHD
A00005-2014	Colin Teststudent	ADHD
A00005-2016	Sam Webb	Learning, Visual, Permanent, ADHD
A00005-2017	Example Apple	Attention Deficit/Hyperactivity, Mobility
A00006-001-2016	Dianne Griffith	Temporary
A00006-003-2016	Dianne Griffith	Communication, Learning
A00006-005-2016	Dianne Griffith	ADHD
A00006-2014	Nicole SemRequest	Temporary
A00006-2016	Dianne Griffith	Mobility, ADHD
A00006-2017	Alice Stroud	Mobility, ADHD
A00007-001-2017	Kelly Texting	Attention Deficit/Hyperactivity
A00007-2016	Ralph Rodgers	Communication, Hearing
A00007-2017	Kelly Texting	Temporary
A00008-2017	Testing Nonrenew	Attention Deficit/Hyperactivity
A00009-001-2016	Maureen Test	ADD/ADHD - Other/test
A00009-2016	Maureen Test	Attention Deficit/Hyperactivity, ADD/ADHD - Other/test, Visual
A00009-2017	Testing NonAcademic	Chronic Illness - Other
A00010-2015	Austin John Moffa	Chronic Illness - Other
A00010-2016	Alpha Omega	Hearing, ADHD
A00011-2015	Jack Dempsey	Chronic Illness - Other
A00011-2016	Test Tester	Cognitive
A00012-2014	Ross Geller	Chronic Health
A00013-2014	test test test	Chronic Health
A00013-2016	Symp Acc	Attention Deficit/Hyperactivity, Chronic Health , Cognitive, Com
A00014-2014	aswwwewew werwer2234	Learning, Permanent
A00014-2015	Benjamin T Sun	Emotional/Psych - Other
A00014-2016	Samuel Abernethy	ADD/ADHD - Other
A00015-2014	New Student	Chronic Health , Permanent
A00015-2015	x x	ADD/ADHD - Other

A00016-001-2016	Nicole Hicks	ADHD
A00016-2015	Johanna Miller	ADD/ADHD - Other, Learning Disability - Other
A00016-2016	Nicole Hicks	ADHD
A00017-2015	Ava Newteststudent	Emotional/Psych - Other
A00018-2015	Pete Newteststudent	Emotional/Psych - Other
A00019-001-2014	Nicole Casefile	Psychological
A00019-002-2014	Nicole Casefile	ADHD
A00019-2014	Nicole Casefile	Hearing
A00020-001-2016	Rae McCall	Learning Disability - Other
A00020-002-2016	Rae McCall	ADHD
A00020-2015	Ferdinand Newteststudent	ADD/ADHD - Other
A00020-2016	Rae McCall	Attention Deficit/Hyperactivity
A00021-2015	Lauren Newteststudent	ADD/ADHD - Other
A00022-2014	Testing Jones	Attention Deficit/Hyperactivity
A00023-2015	James Newteststudent	Chronic Illness - Other, ADD/ADHD - Other
A00027-2015	George Teststudent	Chronic Illness - Other
A00028-2015	Dana Bell	Permanent, ADHD, Chronic Illness - Other, Learning Disability -
A00029-2015	Jenna KOTest May	Learning, ADD/ADHD - Other
A00031-001-2015	Maggie KOTest Austin	Mobility
A00031-2014	Jack Smith	Hearing, Learning, ADHD
A00031-2015	Maggie KOTest Austin	Communication, ADD/ADHD - Other
A00032-2015	Barbara KOTest Patton	ADD/ADHD - Other, Emotional/Psych - Other
A00033-2014	Polly Ryan	ADHD
A00034-2014	Jacob Turner	Attention Deficit/Hyperactivity
A00034-2015	Preston KOTest Ball	Hearing, Emotional/Psych - Other
A00035-2014	Becky Hunt	Attention Deficit/Hyperactivity, Cognitive
A00035-2015	Elizabeth KOTest Nunez	Chronic Illness - Other
A00036-2014	Sara Dern	Attention Deficit/Hyperactivity
A00036-2015	Colton Hicks	ADD/ADHD - Other
A00037-2013	R2 D2	Permanent
A00037-2014	Mark White	Attention Deficit/Hyperactivity
A00038-2013	Jody L Hicks	ADHD
A00038-2014	Diane Weir	Permanent
A00039-2013	FullName	Communication
A00040-2014	Johanna Mills	Attention Deficit/Hyperactivity
A00041-2011	Frederick M. Hebert	Learning
A00041-2013	Chewbacca Wookie	Chronic Health



A00041-2015	Pauline KO Test Price	Chronic Illness - Other, Emotional/Psych - Other
A00042-2013	Nah Nah	Attention Deficit/Hyperactivity, ADHD
A00042-2015	56 Testing	ADD/ADHD - Other
A00043-2013	Han Solo	Chronic Health
A00043-2014	Chris Pappalardo	Attention Deficit/Hyperactivity
A00045-2014	Joe Schmoe	Permanent
A00046-2013	Mace Windu	Attention Deficit/Hyperactivity
A00046-2014	Megan Dwyer	Learning, ADHD
A00047-2013	Schmeyer Test	Chronic Health
A00047-2014	Nicole HTML	Attention Deficit/Hyperactivity, ADHD
A00049-2014	Charlie Jones	Attention Deficit/Hyperactivity, ADHD
A00050-2013	na na	Attention Deficit/Hyperactivity
A00051-2013	ooo poo	Communication
A00061-2013	Rubald Ricky	Chronic Health
A00065-2013	Sam Jackson	ADHD
A00065-2014	Yael Jones	Chronic Illness - Other
A00066-001-2014	Emma Sample	Communication
A00066-2013	Jenna Smith	Communication, Temporary, ADHD
A00066-2014	Emma Sample	ADD/ADHD - Other
A00067-2013	Harriet Lane	ADHD
A00067-2014	Kelly Test	ADHD
A00069-2014	Scottie Woods	Psychological
A00070-2013	public test	Permanent
A00070-2014	Arthur Smalls	ADD/ADHD - Other
A00071-2013	Test Test Public	Permanent
A00071-2014	New Person	Chronic Illness - Other
A00072-2013	Password Test	Attention Deficit/Hyperactivity
A00073-2014	Test Person	ADD/ADHD - Other
A00074-2013	Pass Test Again!	Permanent
A00075-2013	Brian Adams	Chronic Health
A00075-2014	Ashley Brahm	ADD/ADHD - Other
A00076-2013	Polly Pocket	Chronic Health
A00077-002-2014	Zach Morris	Temporary
A00077-2014	Megan Dwyer	Chronic Illness - Other, Visual Impairments - Other
A00077-2014	Zach Morris	Chronic Illness - Other, Visual Impairments - Other
A00078-2014	Test Adams	Cognitive, Learning Disability - Other
A00081-2013	Nicole Hicks	Learning

A00082-2014	Yu Song	Emotional/Psych - Other
A00085-2013	Bill Harris	ADHD
A00086-2013	Megan Test	ADHD
A00087-2013	test li	ADHD
A00088-001-2013	Kristen Hanner	Chronic Illness - Other
A00088-002-2013	Kristen Hanner	ADHD
A00088-2013	Kristen Hanner	Visual
A00089-2013	Debra Jean	ADHD
A00110-2014	Test Another	ADD/ADHD - Other
A00121-2014	Jan Brady	Emotional/Psych - Other
A00130-2014	Alexander DiCaprio	ADD/ADHD - Other
A00131-001-2014	Edward Bear	Chronic Health
A00131-2014	Edward Bear	ADD/ADHD - Other
A00135-001-2014	Rachel Green	Mobility
A00135-2014	Rachel Green	Chronic Illness - Other
A00136-2014	Montgomery Burns	ADD/ADHD - Other
A00137-2014	Ellie Rose	Chronic Illness - Other
A00138-001-2014	Johnathan Appleton	ADHD
A00138-2014	Johnathan Appleton	ADD/ADHD - Other
A00143-2014	Alexander DiCaprio	ADD/ADHD - Other
A00149-001-2014	Alexandra Mann	ADHD
A00149-2014	Alexandra Mann	Chronic Illness - Other

## Accessibility Request: Accommodations

Note taking or assistance with lecture notes
Distraction-reduced examinations, Note taking or assistance with lecture notes, Additional 45 minutes
Assistive listening devices
Distraction-reduced examinations
Distraction-reduced examinations, Note taking or assistance with lecture notes, Additional 45 minutes
Distraction-reduced examinations, Note taking or assistance with lecture notes
Double Time on Exams, Note taking or assistance with lecture notes
Note taking or assistance with lecture notes, Additional 90 minutes
Note taking or assistance with lecture notes
Distraction-reduced examinations, Time and a Half on Exams, Note taking or assistance with lecture notes
Note taking or assistance with lecture notes, Additional 60 minutes, Housing Accommodation
Assistive listening devices
Software for exams
Books in an alternative format
Note taking or assistance with lecture notes, Desktop video magnifiers (CCTVs)
Assistive listening devices, Distraction-reduced examinations, Time and a Half on Exams, Note taking or assistance with lecture notes, Software for exams
Double Time on Exams, Note taking or assistance with lecture notes, Use word processor for tests, Housing Accommodation
Note taking or assistance with lecture notes
Assistive listening devices, Distraction-reduced examinations, Time and a Half on Exams, Note taking or assistance with lecture notes
Note taking or assistance with lecture notes, Books in an alternative format, Use word processor for tests, Software for exams
Note taking or assistance with lecture notes
Assistive listening devices
Assistive listening devices, Note taking or assistance with lecture notes, Additional 45 minutes
Housing Accommodation
Alternative Testing Room
Double Time on Exams, Note taking or assistance with lecture notes, Desktop video magnifiers (CCTVs)
Use word processor for tests
Time and a Half on Exams
Extended Testing Time
Assistive listening devices, Braille materials, Alternative Testing Room
Books in an alternative format
Extended Testing Time
Double Time on Exams, Note taking or assistance with lecture notes
Assistive listening devices, Double Time on Exams
Desktop video magnifiers (CCTVs), Alternative Testing Room, Extended Testing Time
Use word processor for tests

Assistive listening devices
Double Time on Exams, Note taking or assistance with lecture notes
Assistive listening devices, Distraction-reduced examinations, Another test
Note taking or assistance with lecture notes
Specialized Computer Software and Equipment
Note taking or assistance with lecture notes
Additional 45 minutes
Assistive listening devices, Note taking or assistance with lecture notes, Additional 45 minutes
Software for exams
Use word processor for tests
Double Time on Exams
Assistive listening devices, Note taking or assistance with lecture notes, Desktop video magnifiers (CCTVs), Additional 45 minutes, Use word processor for
Desktop video magnifiers (CCTVs), Use word processor for tests
Note taking or assistance with lecture notes, Alternative Testing Room
Additional 60 minutes
Note taking or assistance with lecture notes, Desktop video magnifiers (CCTVs), Additional 60 minutes, Braille, Use word processor for tests
Sign language interpreters, Double Time on Exams, Specialized computer software, Additional 30 minutes
Distraction-reduced examinations, Note taking or assistance with lecture notes, Additional 60 minutes
Use word processor for tests
Double Time on Exams, Note taking or assistance with lecture notes, Alternative Testing Room
Distraction-reduced examinations, Note taking or assistance with lecture notes, Desktop video magnifiers (CCTVs), Use word processor for tests
Distraction-reduced examinations, Note taking or assistance with lecture notes
Double Time on Exams, Desktop video magnifiers (CCTVs)
Specialized computer software
Note taking or assistance with lecture notes, Use word processor for tests
Double Time on Exams, Note taking or assistance with lecture notes
Double Time on Exams
Note taking or assistance with lecture notes
Distraction-reduced examinations
Alternative Testing Room
Double Time on Exams
Braille
Braille materials
Extended Testing Time
Extended Testing Time
Double Time on Exams
Books in an alternative format

Distraction-reduced examinations
Double Time on Exams
Time and a Half on Exams, Note taking or assistance with lecture notes
Braille
Extended Testing Time
Specialized Computer Software and Equipment
Note taking or assistance with lecture notes, Alternative Testing Room
Note taking or assistance with lecture notes, Extended Testing Time
Distraction-reduced examinations, Braille materials
Alternative Testing Room
Desktop video magnifiers (CCTVs), Additional 30 minutes, Additional 60 minutes, Additional 90 minutes
Alternative Testing Room
Assistive listening devices
Distraction-reduced examinations, Note taking or assistance with lecture notes
Note taking or assistance with lecture notes
Note taking or assistance with lecture notes
Desktop video magnifiers (CCTVs)
Double Time on Exams, Note taking or assistance with lecture notes
Note taking or assistance with lecture notes, Desktop video magnifiers (CCTVs), Additional 90 minutes
Note taking or assistance with lecture notes, Extended Testing Time
Specialized Computer Software and Equipment, Note taking or assistance with lecture notes
Double Time on Exams, Specialized Computer Software and Equipment, Specialized computer software, Braille
Extended Testing Time
Note taking or assistance with lecture notes, Alternative Testing Room
Sign language interpreters
Use word processor for tests
Sign language interpreters
Use word processor for tests
Extended Testing Time
Alternative Testing Room
Double Time on Exams, Note taking or assistance with lecture notes
Sign language interpreters
Software for exams
Books in an alternative format
Braille materials, Alternative Testing Room, Software for exams
Note taking or assistance with lecture notes
Captioning services (CART)

Note taking or assistance with lecture notes
Extended Testing Time
Extended Testing Time, Braille
Note taking or assistance with lecture notes
Note taking or assistance with lecture notes, Additional 30 minutes
Note taking or assistance with lecture notes
Note taking or assistance with lecture notes, Books in an alternative format, Additional 30 minutes
Extended Testing Time
Alternative Testing Room
Assistive listening devices
Additional 30 minutes
Note taking or assistance with lecture notes
Note taking or assistance with lecture notes, Additional 30 minutes
Assistive listening devices, Books in an alternative format, Braille
Assistive listening devices, Distraction-reduced examinations, Note taking or assistance with lecture notes, Books in an alternative format, Additional 90 minutes
Additional 30 minutes
Braille
Additional 45 minutes
Alternative Testing Room, Additional 45 minutes
Use word processor for tests
Note taking or assistance with lecture notes
Note taking or assistance with lecture notes, Additional 60 minutes, Use word processor for tests

[illegible]

[illegible]



[illegible]

[illegible]

[illegible]

A00074-2017	Pending Approval	Peter Quill	6705359978	pquill@symplicity.com
A00074-2017	Pending Approval	Peter Quill	6705359978	pquill@symplicity.com

<b>Disability</b>	<b>End date</b>	<b>Requested Accommodation</b>
Learning Disabilities/ADHD/ADD		200% Extended Testing Time
Learning Disabilities/ADHD/ADD		Assigned Note-Taker
Learning Disabilities/ADHD/ADD		Assigned Note-Taker
Learning Disabilities/ADHD/ADD		Enlarged Print/Font Size
Learning Disabilities/ADHD/ADD		Electronic Format
		Enlarged Print/Font Size
Physical, Medical, and Psychiatric /Visual, Learning Disabilities/ADHD/ADD		200% Extended Testing Time
Physical, Medical, and Psychiatric /Visual, Learning Disabilities/ADHD/ADD		Assigned Note-Taker
Physical, Medical, and Psychiatric /Visual, Learning Disabilities/ADHD/ADD		JAWS
Physical, Medical, and Psychiatric /Visual, Learning Disabilities/ADHD/ADD		Other Technology
Physical, Medical, and Psychiatric /Visual, Learning Disabilities/ADHD/ADD		JAWS
Physical, Medical, and Psychiatric /Hearing		Assistive Listening Devices
		Enlarged Print/Font Size
Learning Disabilities/ADHD/ADD		200% Extended Testing Time
Learning Disabilities/ADHD/ADD		200% Extended Testing Time
Learning Disabilities/ADHD/ADD		Assigned Note-Taker
Learning Disabilities/ADHD/ADD		Assigned Note-Taker
Physical, Medical, and Psychiatric /Hearing		Assistive Listening Devices
Physical, Medical, and Psychiatric /Visual, Learning Disabilities/ADHD/ADD		200% Extended Testing Time
Physical, Medical, and Psychiatric /Visual, Learning Disabilities/ADHD/ADD		Assigned Note-Taker
Learning Disabilities/Communication		CART (Real Time Captioning)
Physical, Medical, and Psychiatric /Mobility		Assigned Note-Taker
Physical, Medical, and Psychiatric /Mobility		Seating Considerations
Physical, Medical, and Psychiatric /Mobility		Extended Time on Examination (archived)
Physical, Medical, and Psychiatric /Mobility		Electronic Format
Physical, Medical, and Psychiatric /Mobility		Audio Exams
Physical, Medical, and Psychiatric /Mobility		150% Extended Testing Time
Physical, Medical, and Psychiatric /Mobility		Enlarged Print/Font Size
		Alternative Answer Sheet
Physical, Medical, and Psychiatric /Mobility, Learning Disabilities/ADHD/ADD		Assigned Note-Taker
Physical, Medical, and Psychiatric /Mobility, Learning Disabilities/ADHD/ADD		200% Extended Testing Time
Learning Disabilities/ADHD/ADD		Seating Considerations
Learning Disabilities/ADHD/ADD		150% Extended Testing Time
Learning Disabilities/ADHD/ADD		Enlarged Print/Font Size
Learning Disabilities/ADHD/ADD		Extended Time on Examination (archived)
Learning Disabilities/ADHD/ADD		Record Class Lectures
Learning Disabilities/ADHD/ADD		Seating Considerations
Learning Disabilities/ADHD/ADD		Record Class Lectures
Learning Disabilities/ADHD/ADD		Assigned Note-Taker

Learning Disabilities/ADHD/ADD		Assigned Note-Taker
Learning Disabilities/ADHD/ADD		Classmate Buddy Note-Taker

Assigned To	Semester	Semester Request
Doris Kassel	Summer 2017	no
Doris Kassel	Summer 2017	no
Katie Morrison	Summer 2017	no
Katie Morrison	Summer 2017	no
Katie Morrison	Summer 2017	no
		no
Katie Morrison	Summer 2017	no
Katie Morrison	Summer 2017	no
Katie Morrison	Summer 2017	no
Katie Morrison	Summer 2017	no
Katie Morrison	Fall 2017	yes
Gail Bell	Summer 2017	no
		no
Andrew Tobias	Summer 2017	no
Andrew Tobias	Fall 2017	yes
Andrew Tobias	Summer 2017	no
		no
Gail Bell		no
Katie Morrison	Summer 2017	no
Katie Morrison	Summer 2017	no
Doris Kassel		no
Doris Kassel	Fall 2017	yes
Doris Kassel	Summer 2017	no
Doris Kassel	Fall 2016	yes
Doris Kassel	Summer 2017	no
Doris Kassel	Summer 2017	no
Doris Kassel	Summer 2017	no
Doris Kassel	Summer 2017	no
		no
	Summer 2017	no
	Summer 2017	no
	Summer 2017	no
Gail Bell	Summer 2017	no
Gail Bell	Summer 2017	no
Gail Bell	Spring 2017	yes
Gail Bell	Spring 2017	yes
Gail Bell	Summer 2017	no
Gail Bell	Summer 2017	no
Gail Bell	Summer 2017	no

Andrew Tobias		no
Andrew Tobias		no



Accessibility Equipment Checkout: Equipment	Accessibility Equipment Checkout: Checkout Date
24" Monitor	7/13/2017
Ergonomic Table	7/3/2017
Hand Held Magnifiers	7/12/2017
Headphones (1)	7/5/2017
JAWS	7/10/2017
Screen Monitor Magnifier	6/8/2017

Accessibility Equipment Checkout: Due Date	Accessibility Equipment Checkout: Returned
7/28/2017	no
	no
7/28/2017	no
8/16/2017	no
8/18/2017	no
8/16/2017	no

Accessibility Request: Request #	Accessibility Request: Student	Accessibility Request: Student Email
A00084-2017	Colton Bell	cbell@symp.com
A00080-2017	Rhonda Palka	rpalka@demo.edu
A00083-2017	Gail Majewski	gmajewski@symp.com
A00069-2016	Bo Biswonger	bniswonger@teststudent.edu
A00081-2017	Harry Smith	hsmith@symp.com
A00072-2016	Milo Carlin	mcarlin@teststudent.edu



**August 2, 2017**

**ADDENDUM NO. TWO**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# MLO-972**  
Dated: **June 29, 2017**  
Commodity: **Disability Services Information Management System**  
RFP Closing On: **August 15, 2017 at 2:00 p.m. (Eastern)**  
~~**August 8, 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 August 15, 2017 at 2:00 p.m.**

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

Sincerely,

Matasha Owens, MPA, VCO, CUPO  
Buyer Senior



July 28, 2017

**ADDENDUM NO. ONE**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# MLO-972**  
Dated: **June 29, 2017**  
Commodity: **Disability Services Information Management System**  
RFP Closing On: **August 8, 2017 at 2:00 p.m. (Eastern)**  
~~**August 1, 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 August 8, 2017 at 2:00 p.m.**
2. **QUESTION:** Will the supplier/vendor be required to travel to various cities other than JMU? If so, what is the frequency and will the supplier/vendor training infrastructure needs be provided at the site location (i.e. hardware, software, office space, connectivity, etc.?)  
  
**ANSWER:** **The successful Offeror may be asked to come to James Madison University for meetings. This will be determined during negotiations and implementation.**
3. **QUESTION:** Can you provide a total dollar value for this RFP?  
  
**ANSWER:** **The University will not be releasing a budget for this project.**
4. **QUESTION:** When do you anticipate awarding the contract for this RFP?  
  
**ANSWER:** **The University anticipates an award will be made November 2017.**
5. **QUESTION:** Reference Page 1, Section II *Background*, paragraph 2 – “The Office of Disability Services (ODS) currently provides accommodation and support to 1,100 users. Is that an estimated number and does it include the noted registered students, assistant’s additional groups, applicants for accommodations, faculty parent’s clinics, etc.? Is the number 1,100 all-inclusive or is the University looking for a capability to scale?  
  
**ANSWER:** **1,100 is the approximate number of registered students. As a growing university, JMU is looking for a capability to scale.**



6. QUESTION: Reference Page 1, Section II *Background* – Paragraph 2 states that ODS has been managing information through a “home grown system.” Can you tell us what operating system the system is currently using?

ANSWER: **The University is currently using a Microsoft Access database in a Windows environment.**

7. QUESTION: Reference Page 2, *Application Functionality*, Question #2 – In this context, what does JMU mean in regards to “alternate formats?” Will the system be required to accommodate these formats or will the system simply be tracking these requests with the notation of an alternate format for the exam (or other item)?

ANSWER: **The University wants to know what functions the proposed system provides with regard to alternate formats. The following questions clarify some of the functions that would be important for handling alternative formats and may be used in provided a response to this question:**

- **Does the system have capabilities in place to track the conversion of class materials into alternative formats?**
- **Can the system provide file exchange of large audio and video files?**
- **Does the system have the capability to archive alternatively formatted materials?**

8. QUESTION: Reference Page 2, *Application Functionality*, Question #16 – Is there a mobile device interface capability requirement?

ANSWER: **The University desires the ability to interface with mobile devices.**

9. QUESTION: Reference Page 3, *Reporting*, Question #3 – Can you identify ODS’s reporting requirements, processing, their frequency, format and all other deliverables required for this RFP?

ANSWER: **The University desires the ability to create queries in order to run reports on various types of data. As requested in the RFP, Offerors should provide a list of all reports available as part of the base product.**

10. QUESTION: Reference Page 3, *Services*, Question #2 – Will there be a requirement from the awarded firm to provide one-time or re-occurring training for ODS staff on the new system?

ANSWER: **The University requests the successful Offeror provide a one-time comprehensive training for ODS staff. This includes training materials for use in future internal trainings, preferably available online for easy access. Offerors should include training options and associated costs in their proposal.**



11. QUESTION: Is there sustainment or a term help desk requirement for the new system?

ANSWER: **The University desires help-desk type support for assistance with answering questions and troubleshooting technical difficulties on an on-going basis. Offerors should include on-going maintenance and support options and associated costs in their proposal.**

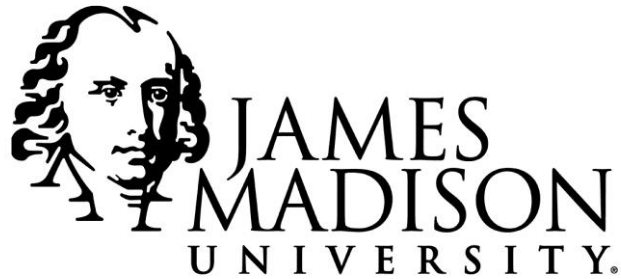
12. QUESTION: Has there been any research or an assessment done to determine what is the preferred time to transition from the old system to the new system?

ANSWER: **The University anticipates a deployment target of January 2018 (the beginning of spring semester).**

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-972**

**Disability Services Information  
Management System**

**June 29, 2017**





**REQUEST FOR PROPOSAL**  
**RFP # MLO-972**

**Issue Date:** June 29, 2017  
**Title:** Disability Services Information Management System  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Bldg.  
First Floor, Suite 1023  
Harrisonburg, VA 22807

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

**Sealed Proposals Will Be Received Until 2:00 p.m. on August 1, 2017 For Furnishing The Services Described Herein.**

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

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

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

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

Name and Address of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

*(Signature in Ink)*

Name: \_\_\_\_\_

*(Please Print)*

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

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Web Address: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

# ***REQUEST FOR PROPOSAL***

*RFP # MLO-972*

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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 a Disability Services Information Management System for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for nine (9) additional one-year periods.

## **II. BACKGROUND**

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 20,000 students and 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>.

The Office of Disability Services (ODS) currently provides accommodations and support to 1,100 registered students, as well as assistance to numerous additional groups, including applicants for accommodation, faculty, parents, clinicians, etc. ODS has been managing information through a “home grown” system. The system’s configuration no longer meets the needs of ODS to accurately and confidentially facilitate participation in its programs. Specialized program areas within ODS include Notetaking, Accessible Media, and Test Proctoring.

The University uses Oracle/PeopleSoft Campus Solutions 9.x as its Student Information System. Additionally, the University uses the Cascade Content Management System (ver. 7.x) to support the University’s website. Email services are provided to university constituents. Faculty and staff use Microsoft Exchange on premise. Students use Office365 for email services.

## **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**

The Contractor shall have available and be able to demonstrate the use and functions of the following components and/or features for a Disability Services Information Management System. The system should have the ability to store, retrieve, and process documents and alternative formats, and to schedule and manage student accommodation requests. It is expected that any proposed system will already be fully developed, tested, offered publicly for sale and available immediately for installation. For this project, the University is not interested in a custom developed system. Describe in detail the manner in which each item is addressed by the system.

### **A. Application Functionality:**

1. Describe the system’s ability to track student information, documentation, accommodations, case notes/correspondence, appointments, course schedules, etc.

2. Describe the system's ability to provide notetaking, exam accommodations, alternative formats, equipment tracking, and archival storage.
3. Describe the system's 508 compliance, including the Voluntary Product Accessibility Template (VPAT) and details regarding compatibility with assistive technologies.
4. Describe students' and professors' ability to access services on-line (*e.g. viewing access plans, submitting applications, release forms, and confidential documentation*).
5. Describe the system's ability for students to download and exchange materials such as individualized access plans, documents, and multimedia materials in accessible formats (*e.g. audio and video files*).
6. Describe the system security and capacity to manage & customize roles and permissions both for users and administrators.
7. Describe the integration between modules/components of the system and third party software and operating systems such as PeopleSoft, the Microsoft Office suite, and Mac OSx.
8. Describe the system's capability to be used as an assessment tool to collect, customize queries, and report data.
9. Describe the system's ability to create template documents that allow specific portions to be customized and modified.
10. Describe the system's external communication tools, including the ability to generate emails and text messages (*both bulk and individual*) to professors and students.
11. Describe the system's capability for communication among administrators, such as instant messaging, email, and appointment scheduling.
12. Describe the capability of administrative users to create, edit, and update modules.
13. Describe the system's capability to send automatic reminders to students and professors with incomplete applications, forms, or missing participant materials & exams.
14. Describe ease of use and navigation of user-facing modules.
15. Describe the system's capacity to explain its processes to users and minimize questions relating to how it works.
16. Describe the system's ability to interface with mobile devices, including any apps designed for use with the product.
17. Describe procedures for migrating historic data into the proposed system.

B. Application Technology:

1. Describe the application security features for data, for each module, and for the system. Describe all row-level security options as well as any field-level encryption available.
2. Describe any transactions or functions that are not done on a real-time basis and list batch jobs required for this function.

3. Define what *modifiable*, *customizable* and *configurable* mean for your application.
4. Describe the tools and expertise that university technical staff would use to support, troubleshoot, configure or customize the application.
5. Describe other customizations available and associated cost, i.e., hourly and fixed fee. Describe how configuration and customization will affect future releases of software.
6. Describe workflow functionality included with the application and provide a list of any function for which workflow is already built and delivered.
7. Describe how JMU's e-mail systems would be incorporated with your system's operation. (Faculty/Staff – on premise Exchange and students – Office365).
  - a. Describe third party e-mailing, if this functionality is part of your solution.
  - b. State the messaging services utilized by your firm's system.
  - c. Describe details of how messages look (from, etc.).

C. Reporting:

1. Describe application approach/strategy for reporting including the approach to ad-hoc reporting for power users as well as the occasional user.
2. Describe all reporting tools supported and how they integrate with the product. State if application licensing includes any of the products.
3. Provide a list of all reports delivered as part of the base product including a short description of each. Include a sample of several reports for review.
4. Describe reporting output formats available.
5. Describe the types of reporting that would typically require Information Technology staff support.

D. Services:

1. Describe your firm's training options and list associated costs in Section X. *Pricing Schedule*. Response should include differentiation between technical staff and end-user training.
2. Describe services available from your firm and/or partners including pricing information that may be included in the final contract. Describe any services offered that are not included in the base product.
3. Describe the support options available including on-going support of the application. Describe what portions of support to be performed by IT, the customer versus the vendor.
4. If support is provided to end-users directly as part of your services, provide the SLA under which you would operate.

E. General:

1. Describe typical implementation timeline and project plan and include examples of previously used project plans.
2. Describe your approach to test and production environments including licensing requirements and any additional costs.
3. Describe how product(s) addresses accessibility to ensure the application is accessible to people with disabilities. Describe testing for adherence to accessibility guidelines and standards. Provide documentation of the testing performed and results of that testing including the Web Accessibility and Template Guide (WATG located at <http://www.vadsa.org/watg>).
4. Describe the Help system(s) and how it can be modified.
5. Describe your firm's relationship with the vendor(s) of any third-party tools (*i.e. reporting tools, application server and DBMS vendors, etc.*) included in this proposal including licensing, costs, support for the product(s), and versions (*e.g. full or modified*).
6. JMU is interested in developing a strategic relationship with the successful vendor. Provide information regarding ideas on how such a relationship can prove mutually beneficial.
7. Describe active user groups and how they function.
8. Describe licensing. If licensing is based on number of users, describe the models used to obtain numbers both for current and future usage.

F. Technical:

1. Provide a detailed diagram of the architecture/technical environment proposed for the system. Describe each component, the software running on it, and its purpose. List all communications between components including the protocols, ports, direction, third parties, and whether the communications are encrypted.
2. Describe the toolset from which your application is derived.
3. Describe the client operating system and browser requirements for your toolset. List any additional client-side software required for development/management of your toolset.
4. Describe any changes to default browser or client security settings.
5. Describe any functionality loss, installation or upgrade problems, or other difficulties if client applications are run using a standard client user account (*non-administrator*).
6. Describe your firm's support for mobile technologies including technology used, distribution method, functionality, integration and development toolset and security.
7. Describe your firm's approach to staying current with versions of software utilized by your product.
8. Provide the support lifecycle for your proposed solution. Provide a roadmap for both the functionality and the technology of your solution.

9. Describe support for real-time access to data through a method other than the application.
10. Describe support for integration with JMU's existing systems listed in Section II. *Background* including pricing, availability of APIs, toolkits for creating connectors, available services, etc. Provide a full list of application connectors. Describe any other methods of integration supported.
11. Describe support for inclusion of your application as part of the PeopleSoft application portal. Describe any pagelets available and how that integration would occur. Describe support for delegating authentication for the pagelet Oracle Access Manager Single Sign and/or PeopleSoft single-sign-on. Describe support for other single-sign-on technologies.
12. Describe your product's support for Web Services/Service Oriented Architecture based standards such as JSR 168 Portlet development standard, and JSR 172 Web Services Interoperability Standard.
13. Describe the ability for your product to create consumable web standards-based content (*such as RSS feeds, hcard, ical, and other microformat specifications*) and the ability to pull XML based content from your system and any APIs supporting the delivery of such data/content.

G. Security:

1. Describe any communications that are not cryptographically protected (*e.g. non-https, non-ldaps, non-ftps*).
2. Describe all authentication and authorization processes and options both end-user and among component interfaces. Include interoperability with external authentication and authorization sources (*e.g. directories, federations, SSO, two-factor authentication*). Include all pertinent documentation describing interfaces and configuration options.
3. Describe how and where any sensitive data (*e.g. credit card, financial, authentication credentials, cryptographic keys, SSN, FERPA, HIPAA or other legally regulated data*), is **stored** on clients, servers, and participating external devices. Describe how the data is protected (*e.g. cryptographic algorithms, key size and handling*).
4. Describe the ability to audit and monitor the solution. Describe all logging mechanisms and associated formats (*e.g. ascii log file, windows event log, database*). Describe abilities to export log and audit data to external systems and/or be fetched from them (*e.g. syslog, SIEM, OS/application/network monitoring systems*). Describe the effects of auditing and logging on a production implementation. State if the proposed system is sized for full audit capability. Describe elements captured with the audit/logging process.
5. Describe your software development practices as they pertain to security (*e.g. internal/external code reviews, application scanning, penetration testing*) and whether test results will be made available to JMU.

H. Maintenance and Support:

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

1. Describe the maintenance philosophy including frequency of updates, approach to completing updates, and model for obtaining them.
2. Describe capabilities for remote support and indicate what access to accounts and systems is required. Describe the locations from which this activity would take place.
3. Describe any maintenance options/tiers and whether they vary in cost by time of day, response time, etc.
4. Describe services that may be required in the normal course of operating the system that are not covered under the maintenance contract.
5. Describe the procedures for obtaining services for all types of maintenance (*e.g. installation of corrective code, enhancements, applicable "escalation" procedures for providing additional assistance in diagnosing a failure that is not resolved in a timely manner to include notification procedures and timing as well as what higher levels of assistance will be made available.*)
6. Describe if and how your product impacts JMU's ability to apply security updates in a timely manner to underlying or supporting products (*e.g. Windows, Linux, Java, Oracle, MS Office, Web server*). Timely is defined as no later than 30 days from the time of vendor release.
7. Describe the system enhancements in development that are scheduled for release in the next twelve months.
8. Describe all responsibilities of both the Contractor and James Madison University in the isolation and diagnosis of system failures.

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

1. Describe hardware and software requirements for the proposed system(s) along with any sizing assumptions made to arrive at those requirements.
2. Describe supported server OS, hardware and/or virtualized platforms. If virtualization is supported, what virtualization technologies are supported including what components can be virtualized?
3. Describe support for load balancing and system failover including any and all vendor specific preferences. Also include any vendor specific configuration guides.
4. Describe how scalability is accomplished as the criticality of the system(s) and number of users increase.
5. Describe the system capabilities and options for the backup and restoration of the system components (example: database).

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

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

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



2. Provide a description and evidence of the security used in your facilities to assure the confidentiality, integrity, and availability of JMU data and services. Include the following:
  - a. Employee and partner vetting processes
  - b. Physical, network, and system access controls
  - c. Process to apply security updates in a timely manner.
  - d. Internal/external vulnerability testing including network scanning, penetration testing, web application testing, code review, audits, and which, if any will be made available to JMU.
3. Provide your firm's policy and process for notifying JMU of security breaches in your environment.
4. Describe the architecture of the proposed solution indicating where and how JMU will either share resources with other customers or be isolated from them.
5. Describe your firm's approach and policy regarding ownership of customer data that resides in your data center. Describe customer rights and abilities regarding moving and copying.
6. Describe vendor and partner practices related to moving and copying data.
7. Describe where services and data storage are located geographically.
8. Describe any exit strategies you offer.
9. Describe your approach to backups and disaster recovery. Indicate whether backups can be stored at JMU and if so, how it would be accomplished.

K. Privacy:

1. Provide your firm's privacy statement and that of any partners involved in providing your proposed solution.
2. Describe any user and/or activity information collected automatically or directly through inquiry or consent forms sent directly to you or other parties outside of the application system, whether the information collected is personally identifiable, for what purpose(s) it is collected and how long it is retained.
3. Describe the specific means used to collect such information (*via cookies, web bugs, etc.*).
4. Describe how information is stored and kept secure.
5. Specify whether your firm shares the user and/or activity information with other parties. If information is shared with other parties, identify specifically who these parties are and respond to Items a. through c. for each.
  - a. Identify the type/specific information being shared with a third party or collected directly by them about your offering, whether the information collected is personally identifiable, how/for what purpose(s) it is collected and how long it is retained.

- b. Describe the specific means used to collect such information (*via forms, cookies, web bugs, etc.*).
  - c. Describe how this information is stored and kept secure.
- 6. Specify whether your proposal includes ingesting or connecting to personally identifiable transactions or other records from third parties. If so, please respond to a-c below:
  - a. Identify the type/specific information being collected/ingested through a third party or collected directly by them in connection with your offering, whether the information collected is personally identifiable, how/for what purpose(s) it is collected and how long it is retained.
  - b. Describe the specific means used to collect such information (*via forms, cookies, web bugs, etc.*)
  - c. Describe how this information is stored and kept secure.

## V. PROPOSAL PREPARATION AND SUBMISSION

### A. 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 eight (8) 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. A written narrative statement to include, but not limited to the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: [www.VASCUPP.org](http://www.VASCUPP.org).
7. Proposed Cost. See Section X. "*Pricing Schedule*" of this Request for Proposal.

**VI. EVALUATION and AWARD CRITERIA**

**A. EVALUATION CRITERIA:**

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

1. Quality of products/services offered and suitability for the intended purposes.
2. Qualifications and experience of Offeror in providing the goods/services.

3. Specific plans or methodology to be used to perform the services.
4. Participation of Small, Women-Owned and Minority (SWAM) Businesses
5. Cost

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

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

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

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

## VIII. SPECIAL TERMS AND CONDITIONS

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

From: \_\_\_\_\_

_____	_____	_____
Name of Offeror	Due Date	Time

_____	_____
Street or Box No.	RFP Number

City, State, Zip Code

RFP Title

Name of Purchasing Officer: \_\_\_\_\_

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non-responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568-7936 or 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of nine (9) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to [www.jmu.edu/parking](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. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students, and affiliates will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. This shall include FTI, which is a term of art and consists of federal tax returns and return information (and information derived from it) that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code (IRC) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as sensitive but unclassified information and may contain personally identifiable information (PII). Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- Q. EXCESSIVE DOWNTIME: Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of in operability. The period of in operability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than two (2) consecutive calendar days, the contractor shall promptly replace the equipment or software at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within two (2) days following the request for replacement.
- R. LATEST SOFTWARE VERSION: Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.



- S. RENEWAL OF MAINTENANCE: Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for additional one-year periods, under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by more than the percentage increase or decrease in the other services category of the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.
- T. SOFTWARE UPGRADES: The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.
- U. SOURCE CODE: In the event the Contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.
- V. TERM OF SOFTWARE LICENSE: Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.
- W. THIRD PARTY ACQUISITION OF SOFTWARE: The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.
- X. TITLE TO SOFTWARE: By submitting a proposal, the offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.
- Y. WARRANTY AGAINST SHUTDOWN DEVICES: The Contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.



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

1. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
2. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
3. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
4. the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

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

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

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

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

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

## **IX. METHOD OF PAYMENT**

The contractor will be paid on the basis of invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers. We are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use

Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at: <http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

## **X. PRICING SCHEDULE**

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

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


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

[ ☐ ] YES [ ☐ ] NO

IF YES, EXPLAIN:\_\_\_\_\_


## ATTACHMENT B

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

**Offeror Name:** \_\_\_\_\_ **Preparer Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

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

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

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

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

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

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

***RETURN OF THIS PAGE IS REQUIRED***

## ATTACHMENT B (CNT'D)

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

Procurement Name and Number: \_\_\_\_\_  
Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses  
for this Proposal and Subsequent Contract

\_\_\_\_\_  
Date Form Completed

Offeror / Proposer:

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contact Person/No.

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

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

***RETURN OF THIS PAGE IS REQUIRED***

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: \_\_\_\_\_