



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU5497

This contract entered into this 23rd day of April 2019, by 42 Lines, Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From May 1, 2019 through April 30, 2020 with four (4) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal #LBS-1022 dated October 25, 2018:
 - (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 November 13, 2018;
 - (e) Addendum No. Two dated November 29, 2018.
- (3) The Contractor's Proposal dated November 24, 2018 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated April 23, 2019.

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

CONTRACTOR:

By: Marcus R. Popetz
(Signature)
Marcus R. Popetz
(Printed Name)

Title: Vice President

PURCHASING AGENCY:

By: Lois Anne Beatty Smith
(Signature)
Lois Anne Beatty Smith
(Printed Name)

Title: Buyer Senior, JMU



**RFP # LBS-1022, Web Application Development/Update Services
Negotiation Summary for 42 Lines, Inc.**

April 23, 2019

1. Contractor agrees that this Negotiation Summary modifies the Contractor's response to RFP# LBS-1022.
2. Contractor shall provide detailed project quotes (*number of hours to be worked, contracted hourly rates, deliverable(s) to be provided, timelines, total cost*) for the scope of work provided by the Purchasing Agency. The Purchasing Agency shall issue purchase orders in accordance with the project quote that shall authorize the Contractor to proceed with work. There shall be no work permitted under this contract without an agency issued purchase order. Any Purchasing Agency requested change(s) to the project scope of work that will institute a change in cost shall be addressed through an updated project quote and purchase change order; there shall be no increase to the project cost otherwise.
3. Contractor shall offer the following services, at the University's request, at the rate of \$185/hour:
 - Development
 - Project Management
 - Business Analysis
 - Design
 - Quality Assurance
 - Training Services
4. The Purchasing Agency shall preapprove in writing all Contractor reimbursable travel associated with this Contract.
 - A. For James Madison University travel: Travel related expenses shall be invoiced in accordance with the U. S. General Services Administration (*GSA*) for lodging, meals and incidental expenses at the time of travel, which can be referenced at: <http://www.jmu.edu/finprocedures/4000/4215mie.shtml>.
 - B. For Purchasing Agencies using this contract cooperatively: Travel related expenses shall be invoiced in accordance with that agency's travel reimbursement policies.
5. Vision of You Project
 - A. Conversion of the existing Vision of You client-side functionality to a new codebase
 - 1) A more robust and structured environment with enhanced reliability and capability.
 - 2) Compatibility with modern browsers.
 - 3) Code architecture will separate the data model, application logic, and display behavior into separate components.
 - B. Development of new management system functionality
 - 1) The capability for organizations to subscribe to the Vision of You program and curriculum for use by their students.
 - 2) Subscriber organizations can self-administer their accounts and their students.
 - 3) Subscriber organizations can manage and customize the curriculum.
 - 4) Program administrators can manage accounts.
 - 5) Program administrators can utilize an internal content management system.
 - C. Vision of You Discovery Project Quote:
 - 1) Discovery Goals
 - a. Fully understand the problem the project us designed to solve



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Negotiation Summary for 42 Lines, Inc.**

April 23, 2019

- b. Define detailed business requirements with key stakeholders to include the project goals, objectives, key user personas, research needed, associated risks, dependencies, legacy system, etc.
- c. Document key user stories and project roadmap.
- d. Review any existing materials or documentation.
- e. Understand any integration points with legacy or external system to provide an accurate data model.
- f. Define the proposed solution and validate it with key stakeholders.
- g. Create a price quote and project timelines based on the validated solution.
- 2) Discovery Activities
 - a. Review of the current server-side functionality and data exchange between client and server.
 - b. Review existing documentation.
 - c. Document key functions and requirements for client-side and new management system functionality.
 - d. Define the proposed solution and validate it with key stakeholders.
 - e. Create a price quote and project timeline based on the validated solution.
- 3) Meetings
 - a. One full day onsite meeting with key resources (associated travel reimbursement shall be invoiced in accordance with #4 above).
 - b. All other meetings will be conducted via Zoom.
- 4) Contractor Discovery Roles
 - a. Project Manager
 - b. Business Analyst
 - c. Designer
 - d. Developer
- 5) Discovery Deliverables
 - a. Functional description and systems requirements document
 - b. Basic architecture diagram
 - c. Agile epics and user stories
 - d. Static screen mock-ups
 - e. Statement of Work
 - f. Project Price Quote and timeline
- 6) Cost for Vision of You Project Discovery: \$12,950 (70 hours @ \$185/hour)
6. Purchasing Agency shall own the rights to all code, documentation, and deliverables provided by 42 Lines under this contract with the format and repository for delivery begin mutually agreed to.
7. Contractor Invoicing:
 - a. Shall occur upon completion of work (*project progress invoicing is acceptable*).
 - b. Shall occur at the contracted hourly rate in quarter hour increments for the actual time that work was performed.
8. Section VII. Part O of RFP# LBS-1022 shall hereby be replaced with the following:

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



**RFP # LBS-1022, Web Application Development/Update Services
Negotiation Summary for 42 Lines, Inc.**

April 23, 2019

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 with the mutual written consent of 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.



**RFP # LBS-1022, Web Application Development/Update Services
Negotiation Summary for 42 Lines, Inc.**

April 23, 2019

9. Section VII. Part P of RFP# LBS-1022 shall hereby be replaced with the following:

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions for 30 days, 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.

10. There shall be no miscellaneous fees invoiced to the University that have not been identified.

Response To

Web Application Development/ Update Services Request for Proposal LBS-1022



Presented by



42 Lines, Inc.

Kevin Leonard, Director of Business Development

Phone 815-545-4253

Email kleonard@42lines.net

V1 11/24/2018

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Introduction

Dear Ms. Smith,

We are pleased to present to you our response to the web application work request for proposal.

42 Lines is a software development firm with a uniquely talented team, whose ability to understand and solve complex problems is our greatest strength. We sustain long-term client relationships and bring our best to each engagement.

42 Lines empowers clients by architecting and delivering solutions that fit their specific needs, are flexible, and highly scalable. Our ideas are informed by a history of working with organizations like yours, including the University of Florida Lastinger Center, Texas Center for Educator Excellence, and Stanford University.

We are a great partner because of our:

- 10+ years' experience in developing engaging tools that empower students and instructors
- Experience in creating stable web/mobile applications that support a wide array of browsers and devices
- Ability to integrate diverse technologies and complex data sources into a cohesive end-user experience
- 100% senior staff, all located in the United States

With 42 Lines, you'll have a proven team that is energized by collaboration and will embrace your mission as our own. We believe in complete transparency, effective delivery, and measurable results. Please treat us as if we're an extension of your own team. 42 Lines leverages seasoned Project Managers, Business Analysts, Developers, and QA Specialists who work side-by-side with you to ensure delivery of the optimal solution on time and on budget with honest, friendly and open communication.

We pride ourselves on our work. The success of your development projects are as important to us as it is to you. Thank you for considering 42 Lines as your partner.

Best Regards,



Marcus Popetz, Partner
42 Lines
Phone: 202-222-8563
Email: marcus@42lines.net

Project Scope

JMU seeks a qualified and experienced firm that can provide web application updates and/or development services on an as-needed basis to the University. 42 Lines has the process, personnel, and experience needed to provide web application services for current and future University projects.

A. About 42 Lines

Founded in 2007, 42 Lines, Inc., is a software development firm that has developed a full range of online and mobile learning tools. Our distributed staff is comprised of 50 senior team members that are 100% US based with concentrations in California, Illinois, and other locals including Virginia. Our projects include a large number of web applications for online learning management, SIS integrations, responsive experiences, native mobile solutions, content management systems, payroll systems, scheduling and auditing of resources, e-commerce, development for embedded devices, creation of web frameworks, distributed installation software, compiler optimizations, GUI tools for rapid application prototyping, and monitoring software for high-traffic sites/applications.

This depth of experience has taught us the value of approaching development by working with clients to first gain a clearer understanding of their near and long-term goals. Once that is clear, a wealth of patterns and tools collected over our years of work can be applied. While each project is its own unique challenge, similar principles and methodologies are usually applicable. The focus is on concise and continuous communication and feedback from clients to help craft exactly what they need, while relying on our own experience in the field to provide insights and improvements and to avoid common pitfalls. Our architectural approach is one of sustainability and flexibility.

42 Lines endeavors to push online learning forward by employing new technologies that empower and enable students, educators, and administrators through highly intuitive, functional interactive learning experiences. Our solutions successfully achieve business goals while striving to create positive change on a global scale.



Our Development Process

We follow the key principles of Agile throughout the design, development and implementation process so that you will be able to regularly review and refine the solution. Agile allows the team to flexibly support evolving business needs and goals. Our highly transparent and collaborative approach uses industry best practices to ensure your project's success.

We utilize a hybrid Agile process for custom development. This approach combines the best advantages of Waterfall and Agile, thereby avoiding some common risks associated with standard approaches. The first two activities ensure that the project has a meaningful framework to direct later activities and provide a baseline against which progress can be measured. The actual development cycle is more purely Agile.

i. **Project Kickoff**

Assemble our Agile team to coordinate 42 Lines and key stakeholders. Establish/confirm roles, project timeline (with goals and milestones), and reporting standards. Engagement of the JMU key team stakeholders early on and throughout the process is key to the success of the project.

ii. **Discovery**

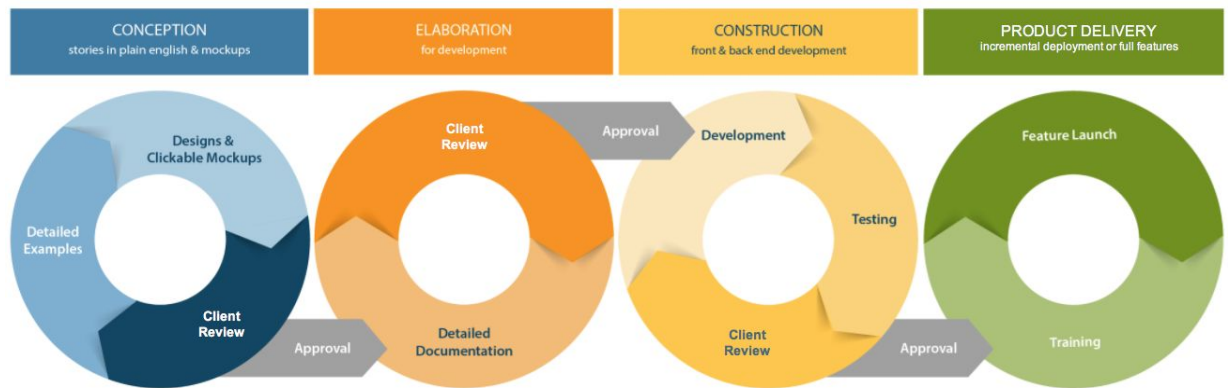
Define business requirements with key stakeholders and review existing mockups as needed. Determine integration points with legacy systems and external systems to provide an accurate data model. The goal of this phase is understanding of the overall project scope, timeline, and priorities.

iii. **Design**

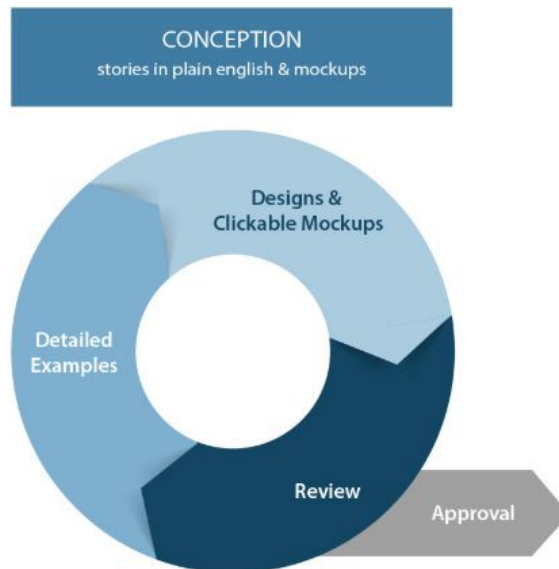
Good design is as essential to system success as making sure there are no bugs. At 42 Lines we put proper emphasis on both. We have dedicated designers and user experience staff that will work with you to incorporate innovative, appealing design with an intuitive and simple experience that leads the user through every part of the solution. We'll ensure visual consistency and adhere to ADA 508 Compliance.

We'll develop a user interface testing plan and execute with samples of JMU's user populations. We'll then use the testing feedback to iterate and improve the designs to optimize the usability of the software we develop for you.

iv. **Implementation**



Our process could be summarized as: “No Surprises.” We emphasize teamwork and collaboration, consistent communication and transparency. We deliver working software frequently and respond quickly to change. This occurs over a four-stage implementation cycle. The process allows you to see sample versions of the software in days. This rapid process allows for small course corrections throughout the life of the project. Other methodologies, not using this iterative approach, risk large corrections at the very end. That’s why we say *No Surprises*.



The first step is to take the broad descriptions of the functionality described in Discovery and break them down into “user stories.” A user story is a relatively small activity, typically describing how someone users one screen, or just a part of one screen for complex requirements. Stories are written in plain English in the form of "As a ROLE I want to ACTION so that OUTCOME." Examples of user stories include:

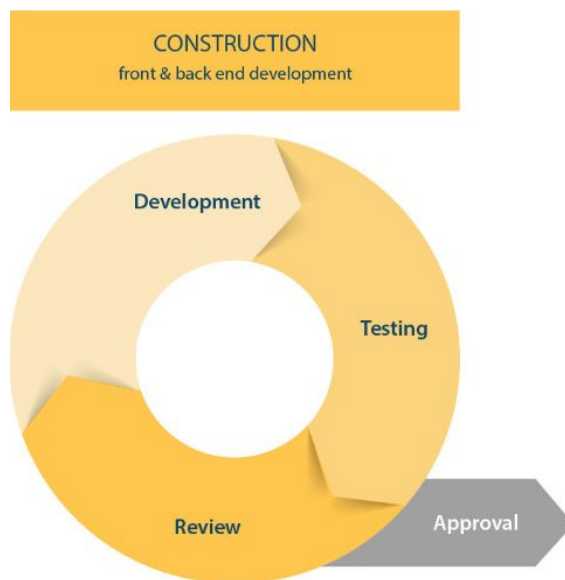
- As a Teacher, I can log into the *I’m Determined Good Day Plan* system so that I can view student plans.
- As a Student, I can create access *Vision of You* and view lesson content.
- As a Site Administrator, I can manage users in my district.

We then hold detailed discussions about each story with your team. How will people perform the activity? What special cases might occur? What happens if there is a staffing change midway through the process? What does the screen look like? For the last

question, we create rough mockups so you can get a visual idea of how things will work. Our mockups are clickable and interactive to help prompt even more discussion and clarity. We iterate through this process with you until not only do we understand the requirements, but also your unstated assumptions. We meet, as many times as needed until we all agree that we understand the exact operation of the story.



Our business analysts take the story definition and create a structured document from it that is granular and specific for programmers and testers to execute from. We review these documents with our engineers to get diverse input on the story. For example, there might be a technical limitation that the developer is keenly aware of. Or the tester might ask about a special case based on edge case data they've seen in the past. These questions may prompt more discussions with the subject matter experts and refine the design document. This is a critical step since changes *before* programming has begun are substantially easier and less costly. While the final design documents are fairly dense and technical, we solicit final review and approval from your team before the first line of code is written.



Construction is the activity of programming the story. We will demonstrate early versions of the screens to you as they become available. Often seeing real, working software prompts

ideas and input that talk and pictures couldn't. This is a chance to refine the product before final delivery.

Testing covers a wide scope of activities. Unit and functional testing occur concurrently within the development cycle. The objective to ensure that everything we've agreed the story must do (and not do, or prohibit) has been implemented properly. Test cases are based on the story as defined in the design document, thus the importance of that stage in the process. Once the final code is ready, full integration and end-to-end testing is performed.



Stories are deployed upon your approval of the pre-release programming, subject to final testing. We will often first deploy new features to a training server so that users can train before the feature is released.

In the implementation process shown above, each story goes through all four circular cycles. We often group features and cycles into a collection (sometimes called a "sprint" or "iteration"), but either way, the goal is to be consistent and dependable in order to deliver each feature accurately with *No Surprises*.

Our time-tested Agile process will facilitate the successful completion of your project. 42 Lines' collaborative, consultative, and transparent approach allows you to see immediate results, promotes efficient management of changes, and enables an expedited strategy for launch. At 42 Lines, we use the best standards of our industry – proven and innovative modern practices for delivering working software.

B. Primary Contact and Contributors

Primary RFP Contact

Kevin Leonard
Director of Business Development
Phone: 815-545-4253
Email: kleonard@42lines.net

Primary Contributor Resumes

Helen French

Helen started life in custom software as both end-user and programmer, while putting her fancy-schmancy liberal arts degree to good use at a tiny nonprofit. She soon discovered that creating software precisely tailored to users' needs was much more satisfying than producing theater. Helen spent the intervening 12 years before joining 42 Lines building custom web-based database applications for a variety of small businesses. She enjoys using her empathy for the user together with her technical experience to help customers and engineers make exceptional software together. Helen plays violin with her string quartet, cooks, and bakes, and enjoys hiking, biking, kayaking and volunteering for several nonprofits.

Experience

42 Lines, Inc.	Business Analyst	<i>2012 - Present</i>
SolveStudio	Business Analyst	<i>2005 - 2012</i>
Sligo Services	Developer	<i>2001 - 2005</i>
Washington Revels	Production Manager	<i>1997 -2001</i>

Education

Harvard College

Elan Bush

Elan has over 20 years of business applications design and implementation experience. He has served in executive IT positions at IBM and Consumer Reports. Additionally, Elan has a strong management consulting background, implementing ERP systems and business process improvement at clients such as GE Capital, Deutsche Bank, JPMorgan Chase, Warner-Lambert, University of Rochester, The Hartford, Memorial Sloan Kettering Cancer Center, and others. Elan is excited to be part of a small, sharp team that harnesses Agile to rapidly deliver quality software.

Experience

42 Lines, Inc.	Business Analyst	<i>2010 - Present</i>
Perficient, Inc.	Solution Director	<i>2005 - 2010</i>
JPMorgan Chase	Business Analyst	<i>2002 - 2005</i>
IBM Corporation	Director, Customer Information Architecture	<i>1999 -2002</i>

Education

University of Connecticut
University of New Haven

Clint Popetz

Clint has 20 years of experience in software development in a variety of fields. He’s passionate about creating clean, efficient, and concise code. He prefers to leverage existing work rather than recreating the wheel, but only if the existing wheel is well built and maintained. His role at 42 Lines is part engineering lead, part programmer, part code reviewer, part framework architect. He seeks to create a relaxing work environment (unless you create background noise on the daily stand-up call) that rewards excellence. He’s also a tango dancer, bandoneón player, and father of two wonderful young women.

Experience

42 Lines, Inc.	Co-Owner, Lead Developer	<i>2009 - Present</i>
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Education

University of Illinois

Igor Vaynberg

Igor Vaynberg is a Software Architect. His liking for computers was sparked when he received a Sinclair Z80 for his birthday at the age of ten. Since then he has worked with organizations both large and small building scalable web applications. Igor's main interest is finding ways to simplify development and maintenance of complex user interfaces for the web tier. Igor is a core committer for the Apache Wicket framework, the aim of which is to simplify the programming model as well as reintroduce OOP to the web UI tier. When he is not head deep in code, he enjoys spending time with his beautiful wife and children, as well as snowboarding.

Experience

42 Lines, Inc.	Software Architect	<i>2010 - Present</i>
Apache Software Foundation	Core Committer	<i>2010 - Present</i>
Inertia	Software Architect	<i>2007 - 2010</i>
Teachscope Inc.	Senior Software Engineer	<i>2005 - 2007</i>

Education

University of California, Davis

Leslie Sommer

Leslie has been working in the tech world as a front-end developer since 1999, starting off in the industry during the exuberant bubble years. After surviving the bubble burst, she landed at Yahoo! and then AOL. She specializes in the latest front-end methodologies and best practices, including accessibility and HTML semantics. She finds inordinate joy in refactoring old and bulky front-end code. Having been an English major at UC Davis, Leslie keeps one foot in the tech world and one in the "fuzzy" world, sometimes acting as a translator between the two. She has two young children, so has forgotten what her hobbies used to be.

Experience

42 Lines, Inc.	Senior Front-End Engineer	<i>2010 - Present</i>
Bebo	Senior Front-End Engineer	<i>2008 - 2010</i>
Yahoo!	Front-End Engineer	<i>2004 - 2008</i>
Macromedia Wells-Fargo Peoplesoft	Freelance - Front-End Engineer	<i>2001 - 2004</i>

Education

University of California, Davis

Tonya Yerty

Tonya has ten years experience in design and front-end development. She has a keen eye for design but also delights in the technical side of things. Working at advertising agencies before 42 Lines, Tonya worked on a wide spectrum of projects for various clients but soon found her niche in the digital world. She loves the challenge of simplifying complex interfaces and is always interested in learning new technology or finding a creative approach to an existing convention. Outside of work, she enjoys traveling, biking, and being outside.

Experience

42 Lines, Inc.	Lead Designer	<i>2012 - Present</i>
Freelance	Designer	<i>2010 - 2012</i>
Kinara	Designer	<i>2006 - 2009</i>
Penn State University	Designer	<i>2004 - 2006</i>

Education

Penn State University

Janice Davis

Janice has worked in the QA field for over 20 years with an extensive background in both manual and automated testing. She has worked for several large companies, such as Dell, Perot Systems, and AC Nielsen. She has experience in healthcare, e-commerce, retail, affirmative action, and airline industries. Outside of work hours she enjoys spending time with her family.

Experience

42 Lines, Inc.	Lead Designer	<i>2017 - Present</i>
Dell Services	Software Development Assoc Director	<i>2012 - 2017</i>
Peoplefluent	QA Manager	<i>2007 - 2012</i>
Perot Systems	QA Automation Lead	<i>2003 - 2007</i>

Education

Utah State University

Jim Browne

Jim was supposed to be a chip designer, but people kept paying him to write software and run operations teams. He started two internet companies in the roaring '90s, one that continues to be a success today and one that flopped. After taking a long vacation, he most recently spent seven years running Systems Administration and Operations for CNET Networks. Jim has orchestrated so many colo and site moves that he worries a pilot may ask him to change a plane's engines mid-flight. He recently pushed aside his hobby of triathlete for the parenting triathlon of feeding, entertaining, and changing. When not hiding out in the mountains of Nevada with his family, Jim can be found in a restaurant in San Francisco or on GitHub.

Experience

42 Lines, Inc.	VP Operations	<i>2010 - Present</i>
CNET	Director System Administration	<i>2003 - 2010</i>
Netility	Partner and Co-Founder	<i>2000 - 2003</i>
A-Link	Partner and Co-Founder	<i>1995 - 2000</i>

Education

University of Illinois

C. Subcontractors

Based on the project described in your RFP, no subcontractors will be necessary.

D. Requesting a Quote

To request a quote, a representative JMU would contact an appointed project manager.

E. Quoting Process

Your development needs will likely range from simple to large and complex. For simple changes, we will provide your team with rough estimates of magnitude to enhance existing functionality. More complex initiatives will likely deserve a discovery process and detailed sizing estimate based on detailing the exact scope and size of the new feature.

Our highly transparent and collaborative approach uses industry best practices to ensure your project's success. We will work with your key stakeholders to define the scope of features, functionality, and development needed to enhance or support your Vision of You and I'm Determined projects during a discovery and quoting process.

Our Discovery and Estimation Process

i. **Initial Kickoff**

Assemble our Agile team to coordinate 42 Lines and key JMU stakeholders. Establish/confirm roles, project timeline (with goals and milestones), and reporting standards. Engagement of key JMU team stakeholders early on and throughout the process is key to the success of the project.

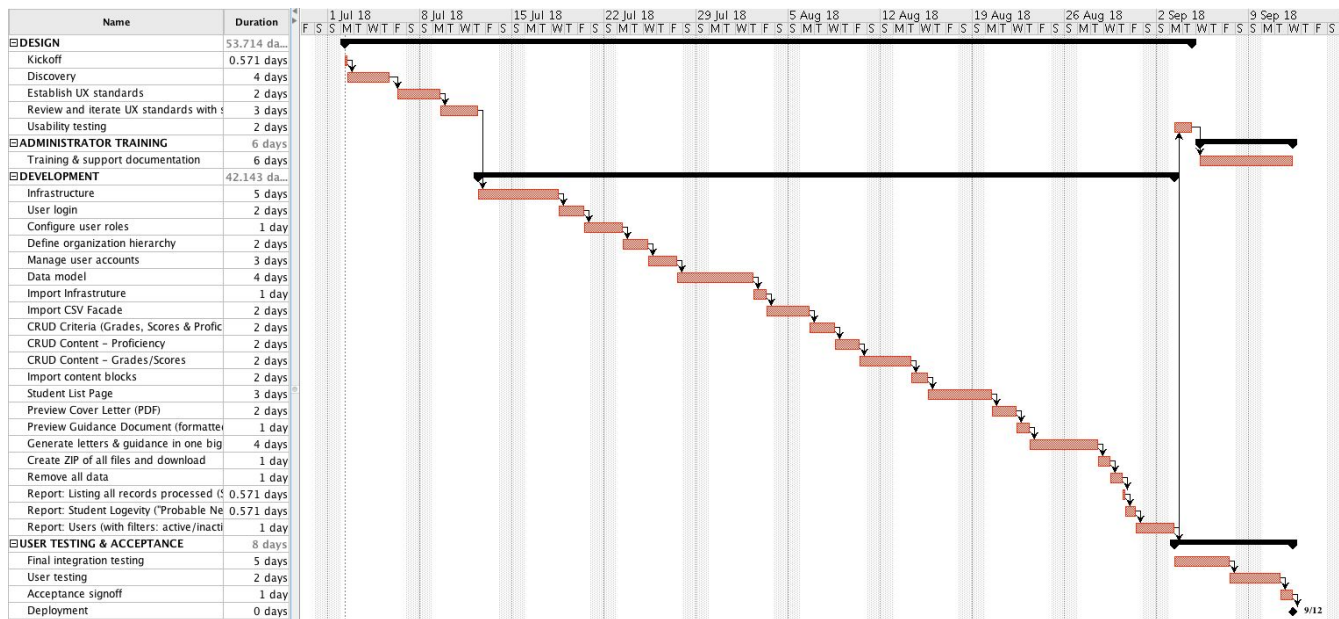
ii. **Discovery and Cost Estimate**

Our discovery process consists of collaborative sessions where we define business requirements with key stakeholders and review your current software platforms. The goal of this phase is understanding your overall goals, priorities, scope, and timeline. Once we have a thorough understanding of your project, our team will work together to estimate the effort needed to accomplish your goals.

Based on these collaborations 42 Lines will create the following deliverables:

- High-level user stories
- Feature breakdown based on the user stories
- Mockups if necessary
- **Project quote**
 - Project description
 - Estimated time/hours needed
 - Estimated cost
 - Proposed implementation timeline

F. Project Timelines



We use JIRA, a software development tool used by agile teams to plan, track, and release software. We start by creating a ticket for every story identified during implementations. Stories receive an initial estimate when defined, and then detailed estimates once fully documented and assessed by the development team. These estimates are rolled up, by module and project. All of our team members log their time against these story tickets.

This structure allows us to monitor the project at both an executive and granular level. Our extensive experience has taught us that monitoring time estimated and expended by activity is highly useful in managing the dynamic activity of custom software development. Some things take longer than projected, and some go faster. Making these variances visible to your management team allows you to understand how and where shift focus to attain the best possible product for your users. It also provides our team and project managers a tool by which to gauge progress and identify potential problems early.

Freehand Tool

[Edit](#) [Comment](#) [Assign](#) [More](#) [Close as Invalid](#) [Export](#)

Details

Type: **Feature** Status: **IN PROGRESS** (View Workflow)
 Priority: **P3** Resolution: **Unresolved**
 Component/s: **Critique Tool, Discussion** Fix Version/s: **KATT**
 Labels: **board** **group_2**

Field Tab | Planning | Coding | QA | Release Criteria | Estimation/Billing | 1-1 and Retro

Story Points:	0.5
QA Feature Points:	5
Σ Hours Estimate:	68
Σ Hours Remaining:	51
Σ Story Points:	0.5
Σ Task Points:	3
✓ Task Points:	1.5
Σ Hours Logged:	13
% Hours Done:	25

Projection: 1.5 remaining SE Task Points.
 Assumptions: 3.75 dev Coding hours needed.
 9.375 dev work hours will pass.
 Top of luke's queue and ready for work start today.

People

Assignee: **Luke McCollum** [Assign to me](#)
 Reporter: **Helen French**
 Primary Analyst: **Alex Alfieri**
 Primary Assignee: **Luke McCollum**
 Primary Tester: **Bethany Rust**
 Primary Designer: **Unassigned Designer**
 Primary Front-End Engineer: **Leslie Sommer**
 Primary Code Reviewer: **Igor Vaynberg**
 Edit Watchers: **Alex Alfieri**
 Watchers: [Start watching this issue](#)

Dates

Created: **07/Mar/16 7:38 PM**
 Updated: **7 hours ago**

Financial Transparency

Members of the 42 Lines development team enter time spent on specific tasks in quarter-hour increments into our time tracking system. This allows the project manager to validate the effort spent on specific tasks. 42 Lines believes that budget needs to be monitored more frequently than every month, so the Project Manager is responsible for reviewing the time charged by resources to the project and generating meaningful internal Cost-to-Date Reports. Any significant changes in scope, schedule, budget or budget consumption will be discussed as soon as it is known.

These reports compare the current spending level to the overall project budget, as well as the % Spent with the % Time Completion. These reports are sent to the appropriate client stakeholders on a weekly basis, layered with thoughtful analysis.

Change Management

When a change happens to scope, budget, or schedule, a written description of the agreed change (called a "Project Change Form") will be prepared by the project manager, which both your authorized primary stakeholder and our project manager must sign. The Change Form will describe the change, the rationale for the change, and specify any new budget, estimated schedule, or other terms. Depending on the extent and complexity of the requested changes, 42 Lines may charge for the effort required to analyze it. When charges are necessary to analyze a change, 42 Lines will provide a written estimate and begin the analysis on written authorization. This puts the control with you – we don't go off in unaccounted-for directions. You approve the change before it happens.

Our highly collaborative and transparent approach allows clients to see immediate results, promotes efficient management of changes and gives clients a quick strategy for launch. We believe in methods that are standardized, repeatable, and customizable. We use the best standards of our industry – proven and innovative modern practices for delivering working software.

G. Customer Service and Support

We take pride in the tools we develop, and we are eager to support them as the needs of your users change. We build relationships with our clients and help them recognize ways to continuously improve their product beyond the go-live date. We are pleased to offer application maintenance on a time and materials basis following the acceptance period. Maintenance work might include adding new features, modifying existing behavior or adapting to new OS versions.

User Support

We recognize that clients have diverse needs, budgets, and objectives which must be balanced to provide optimal support for their unique user bases. Here is a sample of the support tools we commonly implement for our clients. We will clarify your specific customer support priorities during the Discovery phase.

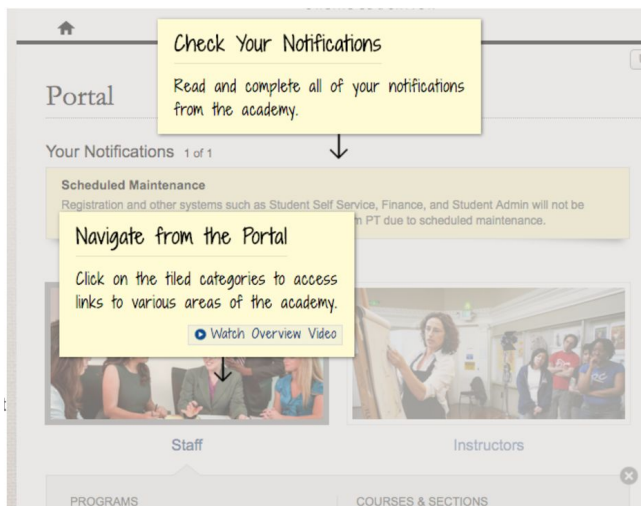
Masquerade

Administrators, with permissions, can search a user and masquerade as any user type so they can experience the system exactly as the user would view it. More importantly, the system is programmed to preserve data integrity, by *not* logging masquerade activity as end-user activity. Therefore, when the masquerading administrator views a video, for example, the system won't log that as if the end user completed that activity, thus ensuring accurate student reporting.

Online Help

Overlays provide a quick tutorial of the features on most pages. Automatically displayed the first time a page is accessed when major functionality is introduced or by user request with a consistently located button.

Online video tutorials can also be embedded in the overlays as an additional resource. Shown in second yellow note below.



Online Help Desk

This embedded ticket tracking system allows any user to select a category and write a brief description of their issue. The form output can be emailed to support staff or integrated with a third-party ticket tracking system as needed.

Online Help Desk

Please use this form to contact the Online Help Desk directly with any questions, comments, or problems pertaining to the Online Learning System.
The help desk is open 24 hours a day, 7 days a week.

Name: James Sanders

Email: jsanders@email.com

Phone: 888-888-8888

Topic: Technical Support

Message: What can with help you with?

Submit

H. Accessibility and FERPA

We believe in creating applications that are accessible and useful to all users, regardless of disability. A good example of our compliance with accessibility standards is our Harmonize product. Harmonize is an LTI discussion tool that plugs into Canvas to provide users with a more robust discussion experience. During the tool's development, we followed industry standards for accessibility including simple and clean navigation, headings, alternatives to images, descriptive links, content formatting, keyboard navigation and much more. After the tools construction, the accessibility of the tool was tested by our quality assurance team, we initiated a WebAIM accessibility audit, achieved a WebAIM certification, and published our WCAG 2.0 checklist. We are currently completing our VPAT for the Harmonize product.

We also have extensive experience in developing tools that are compliant with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), a Federal law that protects the privacy of student education records.

I. Documentation

During your projects, we will collaborate with JMU stakeholders to determine the most effective system documentation your administrators and users will need.

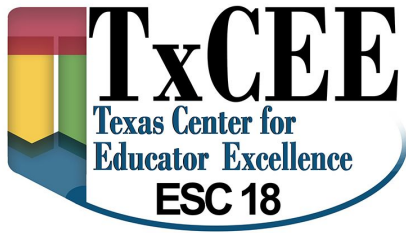
J. Support During Implementation

We have multiple levels of support available to transition new features and releases to your team and user base. These vary depending on the complexity of the update and JMU's needs.

- **Release Notes:** Every production deployment is accompanied by a list of changes and a summary of their use
- **Guidance Documentation:** Some features may require additional explanation. We can provide PDF or video guides to aid both support personnel or end users. These are usually available via a Help Menu embedded in the application. We have also built "What's New" notifications to deliver this kind of content upon login after a new feature deploys.
- **Train-the-Trainer:** More complex or large-scale releases may necessitate training your staff to deliver training to the broader user community. We will develop this content based on your specific needs and timeframes.

K. Our Work

ESC 18 Texas Center for Educator Excellence



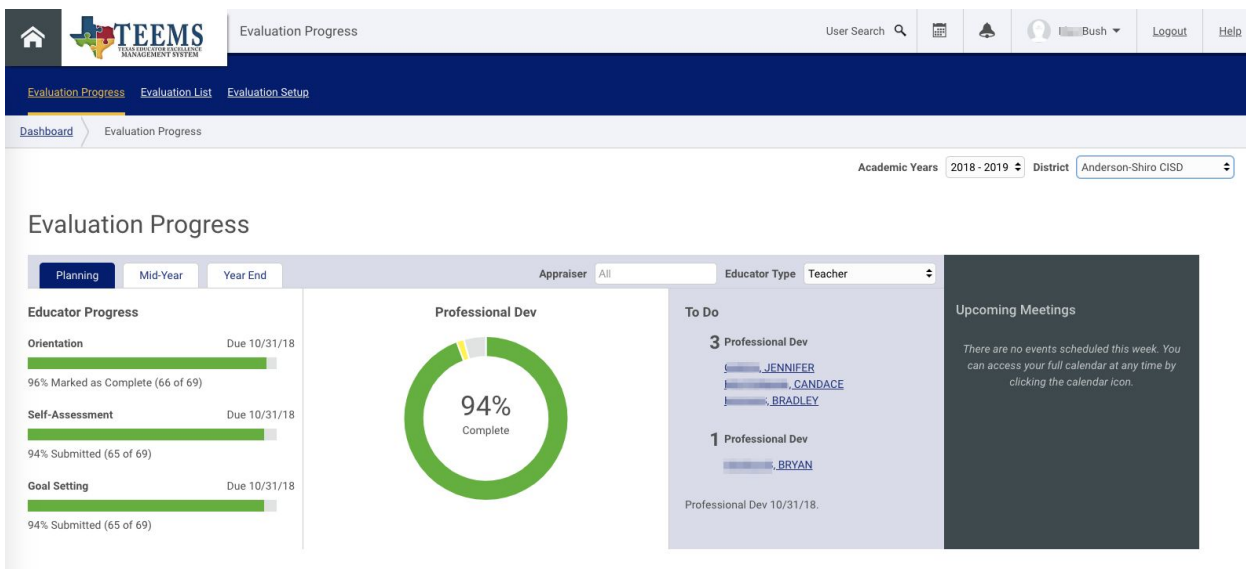
Contact: Tammy Kreuz, Executive Director
Address: 4301 Westbank Drive, Austin, TX 78746
Phone #: 512-538-0641
Email address: tkreuz@txcee.org
Fax/Internet address: <http://www.txcee.org/>
Services provided:

We are currently working with TxCEE to develop a comprehensive data management system to help school districts in Texas align their human capital efforts. The overall vision for Texas Educator Effectiveness

Management System (TEEMS) is an intuitive, easy-to-use, and functionally robust solution to empower school administrators to make data-driven decisions to improve educator effectiveness and student performance. TEEMS is comprised of six (6) individual modules:

1. Student Growth
2. Educator Evaluation
3. Educator Effectiveness
4. Performance-Based Compensation
5. Hiring (Talent Acquisition)
6. Training & Professional Development

- ✔ “No training” user interface (mobile and desktop)
- ✔ Robust and consistent data validations without harming data entry efficiency
- ✔ Data approvals, request for more information, and rejections, with alternate routings
- ✔ Flexible import infrastructure to capture data from multiple, disparate systems-of-record, with monitoring and error handling
- ✔ Client-configured custom roles for maximum flexibility



Sample Screen: Educator Evaluation Dashboard

University of Florida Lastinger Center



Contact: Philip Poekert, Assistant Director
Address: G315 Norman Hall Gainesville, FL 32611
Phone #: 352-273-4103
Email address: poekert@coe.ufl.edu
Fax/Internet address: <http://lastingercenter.com/>

Description and date(s) of commodities and services provided:

We are working with the University of Florida Lastinger Center to create a dynamic learning and social platform for teachers and teacher coaches. The system includes teacher coaching tools, including video annotation and rubric-based assessments. The system also includes online and blended/hybrid courses as well. There are a number of content management tools to allow leaders to identify and promote content through the system, up to and including publication to the public.

- ✔ An Intuitive and appealing user interface (mobile and desktop)
- ✔ Optimized data collection by users of multiple skill levels
- ✔ Workflow routing, review, and submission management
- ✔ Multi-tiered user levels and management tools
- ✔ User notifications
- ✔ Architected to support public consumption of published data

Sample Screen: Video Critique Tool



Sample Screens: LMS Course Content (mobile)



ACADEMY of ART UNIVERSITY

FOUNDED IN SAN FRANCISCO 1929
BY ARTISTS FOR ARTISTS

Academy of Art University

Contact: Aaron Schuyler

Address: 79 New Montgomery St. San Francisco, CA 94105

Phone #: 800-544-2787

Email address: aschuyler@academyart.edu

Fax/Internet address: www.academyart.edu

Description and date(s) of commodities and services provided:

Over the last eight years, we have worked extensively with the Academy of Art University in San Francisco, California to develop uniquely engaging and highly integrated applications for online learning and administration.

- ✔ Comprehensive, scalable, robust web-based applications
- ✔ Compliance-based system rules to guarantee high-quality data
- ✔ Streamlined business processes between students, instructors & administrators
- ✔ Decreased maintenance costs (over legacy systems) with more reliable/consistent data
- ✔ Integration with external systems

BFA PHOTOGRAPHY

Degree Progress Expected Graduation: Fall 2018

132 Units

34%

Earned

• Total Undergraduate Units Earned: 45
• GPA: 2.293

Units per Course Type

Course Type	Required Units	Units Earned
Core	36	36
Major	42	12
Liberal Arts	45	12
Elective	9	0

Number of Courses per General Education Requirement (Gen Ed)

Effective Fall 2012

- Written Communication: Composition
- Written Communication: Critical Thinking
- Written Communication: Context & Style
- Art Historical Awareness: Western Art
- Art Historical Awareness: Surveys
- Historical Awareness
- Quantitative Literacy
- Cultural Ideas & Influences
- Employment Communications & Practices

[Course Catalog](#) [Open Schedule Planner](#)

Course Requirements

SEMESTER 1 (12 UNITS)

Type	Course #	Gen Ed	Units	Title	Prereqs	Notes	Grade	Action
✔ Core	PH 108		3	PH 108: Photography Principles and Techniques	👁		B-	Fall 2012
✔ Major	PH 101	📖	3	PH 101: Photo History and Concepts	👁		C-	Spring 2013
✔ Core	PH 100		3	PH 100: Photography as a Visual Language	👁		B-	Fall 2012
Choose only 1 of the following 2 course options (3 units):								
L.Arts	LA 141		3	LA 141: Storytelling: From Telephone to Transmedia	👁			Add to ...
L.Arts			3	LA course				Add to ...

Sample Screen: Student Degree/Development Planner

Fitbit



Contact: Keith Baker, Director Site-Operations
Address: 15255 Innovation Drive, Suite 200 San Diego, CA 92128
Phone #: 781-526-7220
Email address: kbaker@fitbit.com
Fax/Internet address: www.fitbit.com

Description and date(s) of commodities and services provided:

For Fitbit (NYSE: FIT) we have provided systems administration and operational support since 2011. Fitbit's use of 42 Lines services enabled them to rapidly scale their system administration team with highly experienced personnel as a startup in an exceptionally tight labor market. Currently, our focus is on providing implementation, maintenance, and scaling of their metrics, logging, and alerting infrastructure. We also provide implementation services and support of their database infrastructure.

- ✔ Cloud infrastructure

fitbit.

Challenge
Experiencing rapid growth in a tight job market, Fitbit needed a highly skilled team to immediately assist in moving their infrastructure forward; from low level builds to massive data logging and metric systems, 42 Lines provided experts that provided value day one through year six.

Solution
When we started working with FitBit, the company had just 50 employees. We provided experts for short-term engagements and moved the company from traditional data centers to hybrid and cloud-based solutions. We continue to partner with FitBit and consult on pivotal projects.

Results

- ✔ Substantial savings on operating costs
- ✔ Increased efficiency via streamlined processes
- ✔ Guidance from startup to public company and beyond
- ✔ Strategic staff augmentation

Harmonize for Canvas

Harmonize

A Better Discussion for Canvas

Internet address:

<https://www.42lines.net/harmonize/>

Services provided:

Harmonize is our next-generation, LTI-compliant discussion platform that enhances student engagement while seamlessly integrating into Canvas

A few of our pilot and licenced clients include:



MBA 501

Discussion Topics > Topic 8.1: Creating Environments for Visual Development

Topic 8.1: Creating Environments for Visual Development New Post

> View Topic Description Due June 20 Closes June 26 Grade Topic

Sort By: Date Descending

Grid of discussion posts:

- Post 1: Image of a field with a yellow flower. Title: Vitae mauris duis velit at habitant. Author: Melissa Hammack. Stats: 10 Attachments, 5 Instructor, 12 Comments.
- Post 2: Image of tall grasses. Title: Vitae mauris duis velit at habitant. Author: Melissa Hammack. Stats: 10 Attachments, 5 Instructor, 12 Comments.
- Post 3: Image of a waterfall. Title: Vitae mauris duis velit at habitant. Author: Melissa Hammack. Stats: 10 Attachments, 5 Instructor, 12 Comments.
- Post 4: Image of a mountain peak. Title: Vitae mauris duis velit at habitant. Author: Melissa Hammack. Stats: 10 Attachments, 5 Instructor, 12 Comments.
- Post 5: Image of a green mailbox on a tree. Title: Vitae mauris duis velit at habitant. Author: Melissa Hammack. Stats: 10 Attachments, 5 Instructor, 12 Comments.
- Post 6: Image of a mountain range. Title: Vitae mauris duis velit at habitant. Author: Melissa Hammack. Stats: 10 Attachments, 5 Instructor, 12 Comments.

Sort By: Date Descending

Sample Screen: Group Collaboration (Discussion) embedded in Canvas

L. Converting Existing Applications

We have extensive experience in converting existing functionality and full applications into new code bases for our clients. Migrating existing applications to new technology is a natural byproduct of our work “gluing” disparate systems together. There comes a time when the value of converting old technology to new exceeds integrating legacy applications. As with any project we start with:

Discovery

The goal of this phase is still to understand the overall project scope, timeline, and priorities. But having the perspective of the existing platform, we can accelerate the process of specifying success criteria and minimum viable functionality. This is also an opportunity to identify and prioritize new features and enhancements to the legacy experience.

Design

Platform migration is about more than switching out the technology. Improved design is usually the biggest benefit derived from such a conversion. Our dedicated designers and user experience staff will propose innovative, appealing designs that harness the opportunity the conversion offers while incorporating our essential feature enhancements.

On a recent project, we migrated a legacy Learning Management system.

M. Experience developing customized back-end management systems

Flexibility and administrative configurability are essential elements of every back-end function we design. As a custom software developer, we start by understanding where your organization needs or foresees adaptability in system behavior. There is always a tradeoff between “infinite” configuration options and cost and complexity. We will work with you to ensure that the solution offers the right balance of “non programming needed” configuration for frequently used configuration and minor internal adjustments where warranted.

We generally structure custom configuration across three dimensions:

User Roles & Privileges

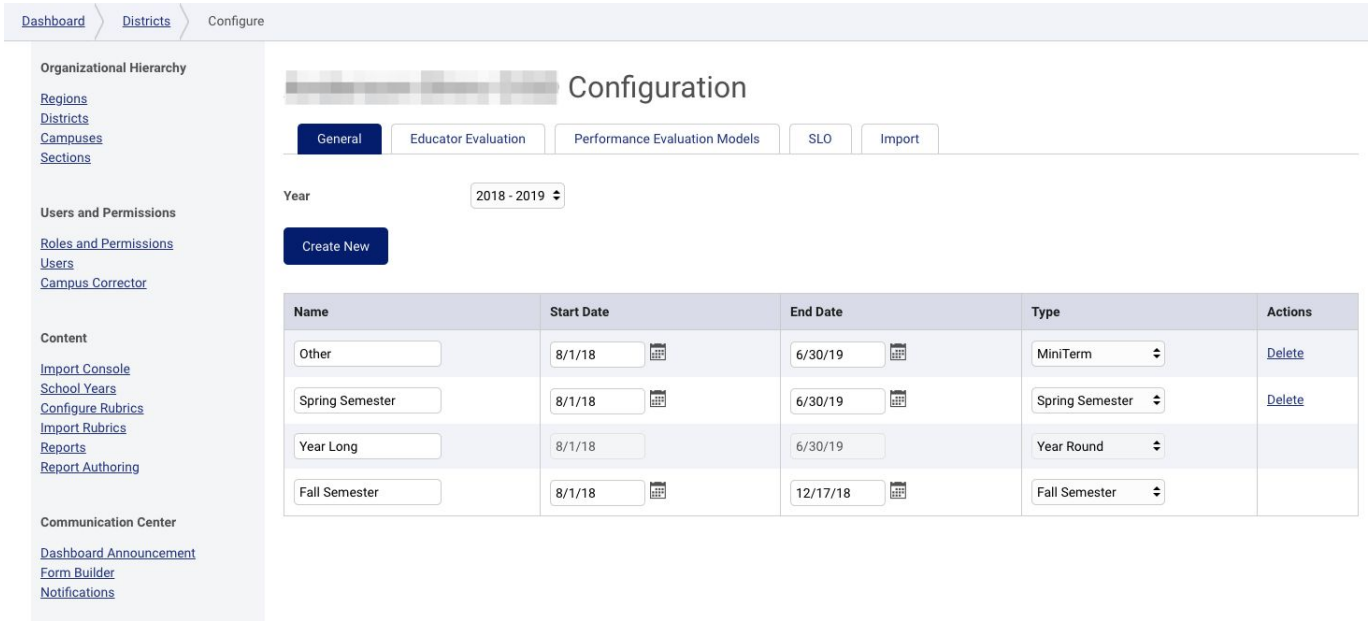
We allow an infinite number of user-configured roles, built from granular collections of privileges, which we call capabilities. A capability controls something like the visibility of a button, a menu item (like ‘Delete’) or a specific piece of data. This lets you construct an array of roles precisely tuned to specific jobs rather than adjusting your business to match a few hard-coded roles.

Hierarchical Data Access

Virtually every organization has structured levels, whether they are called divisions and departments or districts and campuses. Our code base supports any number of these levels and the relationships between them. This allows us to map the system and its behaviors to the way you are organized. The system uses the hierarchy primarily to control data access. We combined user roles with level access so that, for example, a division head can see all departments in their purview while a department head sees only their department.

Module-Specific Behavior

The power of custom software comes from its ability to adapt to varying business needs. Each module may have multiple parameters that can be adjusted to suit changing requirements. For example, a higher education application may require a specific number of credits per semester for students to be considered full-time. As experts in developing education software, we are adept at versioning these changes so that, for example, the threshold for full-time changes in summer or winter-intercession, without negatively impacting regular semesters. We collaborate with you to define and implement these configuration options so that you can control the system’s behavior without us or any additional programming.



N. Communication

We want you to know everything that’s happening with your project. The more you know, the better you can help us understand your organization’s requirements, and together we can quickly address any issue that may arise. To aid this, we have routines of regular communication facilitated by the project manager. Our mission is to provide you as-close-to real-time reporting and information, with the “right level” of depth and the appropriate commitment of time.

Ongoing meetings

The following is a summary of meetings we have used in other projects. Recognizing no one wants excessive meetings, we will work with the JMU to select and schedule meetings that will provide your team with the information it needs.

Internal 42 Lines full team stand-up meetings	Daily
Status meeting	Weekly
Updated project schedule & timeline	Weekly
Updated management and action item report	Weekly

Project summary	Monthly
Quality assurance and user acceptance testing	Ongoing
Project reports	Quarterly
Financial report and billing	Monthly
Final report	Upon completion

O. Additional Services

DevOps Services

Our DevOps team provides engineers to help plan, deploy, monitor, and support Web applications and systems. Monitoring our client’s cloud-based applications enables us to dynamically scale capacity as needed. This will allow us to provide your users with the best experience possible while saving your money. We work rapidly, and our apps deliver consistent reliability and increased stability.

We support organizations by providing automation, efficiency, security, and maintainability to virtually all applications, workloads, and server environments. We enable agile development between your team and ours to speed the software release cycle.

Harmonize LTI Discussion tool for Canvas



Classroom discussion is an essential part of the academic experience. Students engage with one another, share new concepts and ideas, and teachers facilitate and encourage students with outside materials. Too many online discussions fall short of the on-campus experience because online discussion tools fail to keep up with the expectations of today’s students. 42 Lines has developed a solution: Harmonize, our next generation, LTI-compliant discussion platform that enhances student engagement while seamlessly integrating into Canvas.

We also have experience creating custom LTI tools for the Canvas LMS platform.

P. Training

During the project, we will collaborate with JMU stakeholders to determine the most effective training documentation or system documentation your administrators and users will need.

We utilize a train-the-trainers approach and will provide onsite or virtual training sessions for JMU staff members. Additional training tools may include:

- Recorded videos
- PowerPoint deck to outlining key features and use as reference
- User guides
- Tooltips and overlays
- Optional wiki

Q. Innovation and Collaboration

During a project, our team will make recommendations that they feel could positively impact your goals. Our collaborative and agile approach encourages all team members to introduce innovative ideas, educate our clients on industry trends, and promote best practices.

We are especially adept at identifying opportunities to improve design/usability to make for an easier, more engaging user experience. Additionally, we excel at integrating disparate systems to reduce duplicate data entry and create a seamless user experience. Our team will regularly propose creative solutions to problems that may be hidden as “that’s the way it’s always been”.

We have experience with the implementation of branding initiatives but are not branding strategists.

R. Maintenance and Defect Resolution

We will work with you to determine the level of support needed for your specific application and draft a Service Level Agreement that fits your needs. Defect resolution will be included in ongoing service and maintenance agreement. We will establish a bug reporting a triaging process with your help desk team. Assuming level 3 support is provided by 42 lines, we will work with you as we confirm recreation steps, prioritize and deploy defect-related updates. We can provide your support team with visibility into our JIRA instance in order to monitor and report on issue progress. We can also set up a separate instance in our JIRA to help you team log and track initial reports thorough level 1 and 2 support.

Defect escalation process:

- Bugs can be reported to the project manager via email or our JIRA tracking system.
 - Description of the issue, who it affects, and associated information.
 - Priority/severity of the problem
- The bug is assigned to a developer for resolution
- The fix is tested by a quality assurance specialist
- Once tested the feature is sent the client for acceptance
- Once approved the resolution is applied to the live system

S. Service and Maintenance

Ongoing support services and maintenance services are available. Our typical service and request parameters include:

- *Service Availability*
 - Telephone support: 9:00 A.M. to 5:00 P.M. CST Monday – Friday
 - Calls received out of office hours will be forwarded to a mobile phone, and best efforts will be made to answer / action the call, however, there will be a backup answer phone service
 - Email support: Monitored 9:00 A.M. to 5:00 P.M. CST Monday – Friday
 - Emails received outside of office hours will be collected, however, no action can be guaranteed until the next working day
- *Service Requests*
 - 0-8 hours (during business hours) for issues classified as High priority.
 - Within 48 hours for issues classified as Medium priority.
 - Within five working days for issues classified as Low priority.

T. Security

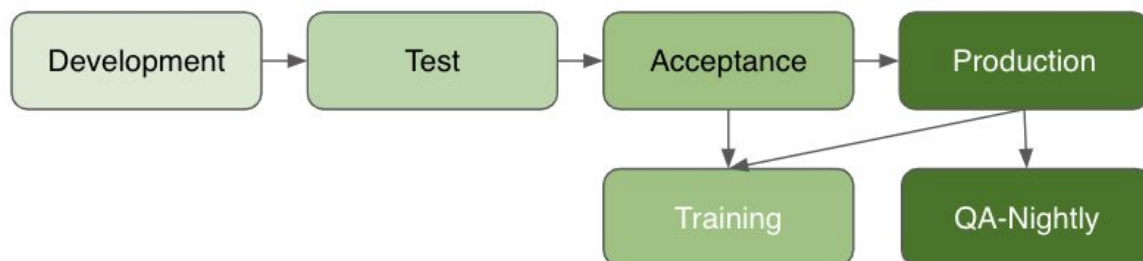
42 Lines has adopted security standards originally developed by Stanford University (c.f. <https://uit.stanford.edu/guide/securitystandards>). 42 Lines is audited yearly by an external third-party to certify our compliance with these standards. The standards were developed with the intention of protecting user privacy and protecting the confidentiality, integrity, and availability of information.

For maintenance, these standards include policies and procedures regarding system security patching, user access and account review, inventory, and data backups.

For security-related concerns these standards include policies and procedures regarding: system security patching; user access and account review; employee, developer, and system administrator security training; vulnerability management; secure software development processes; firewall management; the use of two-factor authentication; centralized logging; malware protection; intrusion detection; and physical asset protection.

U. Test and Production Environments

We generally recommend the following environments, at a minimum. Some projects require additional environments, such as when there are multiple concurrent development teams. We will work with you to ensure that we have appropriate environments to support your specific needs. The flexibility of cloud-based development allows us to “spin up” any number of environments comprising different versions of software with needed data.



Development

This is where the programmers create new functionality and modify existing features. Access is limited to the engineering team.

Testing

As code passes unit testing, it is promoted to the quality assurance environment where the QA team executes documented acceptance tests against each feature.

Acceptance

Completed features are promoted to this environments for your final approval prior to production deployment. This step allows you to preview functionality, and request necessary changes, before impacting your user community.

Training

A special copy of the Acceptance environment combining upcoming new features and modifications with training data derived from Production. We have processes to mask user-specific data such that you can

train people effectively with real-world examples while ensuring no confidential information is part of that process.

Production

The live system.

QA Nightly

An automated process creates a snapshot of Production each night. This is extraordinarily valuable when by our team and your authorized support personnel to troubleshoot problems without impacting live user data.

V. Hosting

We offer Managed Amazon Web Services including application hosting. AWS offers a wide-range of website hosting options, and we can help you select the level of services that will be right for your specific needs.

Hosting

Amazon Web Services (AWS) will be the hosting location for the Development and Test Environments. AWS is ISO 270001, ISO 9001, and PCI Level 1 complaint. AWS also has issued Type II reports for SOC-1, SOC-2, and SOC-3 under ISAE 3042. Further, the application installation utilizes AWS IAM with two-factor authentication (2FA) and VPC security rules to restrict network access. Optionally AWS KMS and at-rest data encryption can be utilized. The Dev environment will be provided at a fixed price regardless of data transfers, storage, compute power, HVAC, Licensing, and software tools.

Data Backup

Data is stored in one of two locations, Amazon S3 and Amazon EBS, depending on type. Amazon S3 has 99.999999999% durability. Data stored in S3 may not be deleted or modified without access to a highly restricted root account that also requires two-factor authentication (2FA). EBS data volumes are snapshotted automatically on a schedule determined by the data type or function (typically hourly or daily). All EBS snapshots are retained for two weeks. Beyond two weeks a daily exemplar snapshot is retained for 90 days, and a weekly exemplar snapshot is maintained for 180 days. The data retention period can be tuned to the customer need and is limited only by the money the customer chooses to allocate to backups.

Disaster Relief

AWS S3 is assumed to be highly available, but optionally S3 data can be copied to another geographical region. EBS snapshots are copied to a separate geographical region. Nearly all AWS configuration information is version controlled and copied to an additional separate geographical region. Related third-party data like SSL certificates are replicated across regions as well. AWS Route 53 is used for DNS to provide high multi-region availability. Given the presence of all data in a second highly distant geographical region (e.g. Virginia vs. Oregon) the operations team is able to launch an entire copy of the JMU in another region and direct user traffic to that site. The operations team itself is distributed across distant geographical domestic locations. Databases are continuously replicated to reduce the MTTR.

Signed Proposal Sheet

REQUEST FOR PROPOSAL **RFP# LBS-1022**

Issue Date: 10/25/18
Title: Web Application Work
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 PM on November 29, 2018 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: LeeAnne Beatty Smith, Buyer Senior, Procurement Services, smith2LB@jmu.edu; 540-568-7523; (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:

<u>42 Lines</u>	By: <u>Kevin Leonard</u> (Signature in Ink)
<u>2005 North Dunlap Avenue</u>	Name: <u>Kevin Leonard</u> (Please Print)
<u>Champaign, IL 61820</u>	
Date: <u>11/24/18</u>	Title: <u>Director of Business Development</u>
Web Address: <u>www.42lines.net</u>	Phone: <u>815-545-4253</u>
Email: <u>kevin@42lines.net</u>	Fax #: <u>n/a</u>

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

Rev. 5/4/18 LMF

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 11 Months

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
University of Florida Lastinger Center	1+ Year	G315 Norman Hall Gainesville, FL 32611	Philip Poekert, Assistant Director 352-273-4103 poekert@coe.ufl.edu
Fitbit	7+ Years	15255 Innovation Drive, Suite 200 San Diego, CA 92128	Keith Baker, Director Site-Operations 781-526-7220 kbaker@fitbit.com
Academy of Art University	8+ Years	79 New Montgomery St. San Francisco, CA 94105	Aaron Schuyler 800-544-2787 aschuyler@academyart.edu
Texas Center for Educator Excellence	1+ Year	4301 Westbank Drive, Austin, TX 78746	Tammy Kreuz, Executive Director 512-538-0641 tkreuz@txcee.org
American Academy of Orthopaedic Surgeons	1 Year	9400 West Higgins Road Rosemont, Illinois 60018	Bill Bruce, Chief Technology Officer 847-823-8125 bbruce@aaos.org

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

Kevin Leonard 2618 W Rascher Ave Chicago, IL 60625

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

[] YES [X] NO

IF YES, EXPLAIN:

Attachment B - SWaM Utilization Plan

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

Offeror Name: _42 Lines Inc._ Preparer Name: Kevin Leonard

Date: 11/24/18

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

Pricing Schedule

Development Services	Published Hourly Rate*
Project Manager	\$185
Business Analyst	\$185
Designer	\$185
Developer	\$185
Quality Assurance Specialist	\$185
DevOps Specialist	\$185
Training Services	\$185

*Discounts have not been applied to hourly rates above

AWS Hosting Costs

- Amazon Web Services costs are variable based on actual site usage. Current rates are available here - <https://aws.amazon.com/ec2/pricing/>

- Amazon AWS costs calculated as follows: EC2 Instances + Load Balancing, Dedicated Hosts + EBS Volumes and Snapshots + Additional vCPU hours + Elastic IPs + S3 Storage + CloudFront caching + Data Transfer + Amazon Support Subscription Costs + Miscellaneous Amazon Services = Total monthly cost from Amazon.

- The above costs could be summarized into five general categories -

EC2 (Elastic Compute Cloud) - Primarily these costs will be instance hours (machines running) and storage (both live storage and backups). Minimal additional costs for load balancing

S3 (Simple Storage Service) - The storage of images, videos, and multimedia files (measured in GB or TB).

CloudFront - The caching of videos and images (measured in GB or TB) to make the site more responsive and load faster for your users.

Data Transfer - The amount of data (measured in GB or TB) being transferred between the internet and portions of AWS (regions).

Miscellaneous Amazon Services - This includes services such as: ElasticSearch (used for supporting the operations of the site), Kinesis (for logging), Route53 (for DNS so users can locate the site), SQS (for back-end operations); support subscription costs; and new tools Amazon may introduce.



42 Lines endeavors to push education forward by employing new technologies that empower and enable students, educators, and administrators through highly intuitive, functional, and interactive experiences. Our solutions successfully achieve business goals while striving to create positive change on a global scale.

End of Response



Request for Proposal

RFP# LBS-1022

Web Application Development/Update Services

10/25/18



REQUEST FOR PROPOSAL
RFP# LBS-1022

Issue Date: 10/25/18
Title: Web Application Work
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

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

Sealed Proposals Will Be Received Until 2:00 PM on November 29, 2018 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: LeeAnne Beatty Smith, Buyer Senior, Procurement Services, smith2LB@jmu.edu; 540-568-7523; (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)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

REQUEST FOR PROPOSAL

RFP # LBS-1022

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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 web application work 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 4 (four) 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 Institute for Innovation in Health and Human Services (IHHS) is part of James Madison University's College of Health and Behavioral Studies and works to connect the greater community with programs and services not offered elsewhere. The Institute focuses on community health through a variety of projects including preventative health, mental health and recovery. The Institute also serves as the home for JMU's Pre-professional Health program.

- A. The Virginia Department of Education Training and Technical Assistance Center (T/TAC) at James Madison University is part of a statewide network of seven regionally located centers that provide professional development and support designed to assist school personnel in addressing accountability and improvement goals for students with disabilities (*ages birth - 22*). For more information about special education programs and services in Virginia, visit the VDOE Web site at www.doe.virginia.gov/special_ed/index.shtml.

The *I'm Determined* project focuses on providing direct instruction, models, and opportunities to practice skills associated with self-determined behavior beginning at the elementary level and continuing through the student's educational career. The self-determined student knows how to set and achieve goals and has a greater understanding of personal strengths and how to get support for areas of need. The hallmark of the self-determination project is the "Aha Moment," the point when student, educator, and/or parent see how the development of these skills leads to improved academic and personal outcomes. This project facilitates youth, especially those with disabilities, to undertake a measure of control in their lives, helping to set and steer the course rather than remaining the silent passenger. Teachers report seeing the "Aha Moment" in their students to be one of the greatest rewards of their career.

Participating schools will be provided with tools that will enable them to use self-determined skills as measured through school activity logs and individual student, teacher, and parent pre- and post- test assessment scales. Students with disabilities will increase their participation in IEP meetings as measured through the IEP Participation Continuum Checklist, as well as develop social networks within their communities and engage in positive and appropriate community activities (*recreation/leisure/civic*) as measured through a Quality of Life Assessment Scale.

The *I'm Determined* project has been funded by the Virginia Department of Education since its inception in 2005 with the last couple of year's work having been devoted to accessibility through technology. JMU's T/TAC facilitated the rebuild and redesign of the *I'm Determined* website in 2008 (www.imdetermined.org). This website upgrade has allowed the project to

grow from nine (9) pilot school sites in 2005 to over 70 school divisions in Virginia and over 30 states across the nation using/accessing our materials.

The success of the website led to the idea to develop apps for the three main *I'm Determined* tools (*One-Pager*, *Goal Setting*, & *Good Day Plan*). The targeted users of these apps are teachers, Virginia Exceptional Education Students, and K-12 General Use. The *I'm Determined* Apps include:

IMD3: <https://itunes.apple.com/us/app/imd3/id932867714?mt=8>

The I'm Determined Good Day Plan is a simple tool to empower students, especially individuals with disabilities, and educators. The Good Day Plan allows students and teachers to better communicate with each other while planning out a good day, ultimately allowing students to overcome challenges in the learning environment.

The I'm Determined Goal Setting application is a simple tool to empower students, especially individuals with disabilities, and educators. The goal setting app allows students and teachers to better communicate with each other by identifying the students goals, steps toward planning and execution, while identifying people who can support these efforts along the way.

The I'm Determined OnePager is a simple tool to empower students, especially individuals with disabilities, and educators. The OnePager allows students and teachers to better communicate with each other and to identify areas they can work on together, ultimately allowing them to overcome challenges in the learning environment.

IMD Problem Resolution: <https://itunes.apple.com/us/app/problem-resolution/id924177272?mt=8>

The IMD (I'm Determined) Problem Resolution app is a simple tool designed specifically for resolving student interpersonal concerns. The Problem Resolution app allows students to share their story, and identify steps towards a resolution, and teachers to facilitate mediation and incident management.

- B. IHHS is implementing Vision of You (VOY) as part of “Virginia Personal Responsibility Education Innovative Strategies” to serve youth residing in areas with high teen birth rates that demonstrate elevated risk factors for experiencing or causing a teen pregnancy. This project is funded by the US Department of Health and Human Services Administration for Children and Families- Family and Youth Services Bureau (FYSB). VOY is an interactive, self-paced, online sexuality education program that uses engaging video, animation, interactive components, and gamification principles to provide information, skills, and change behavior. VOY is being evaluated using a random controlled trial with vulnerable high-school aged populations (*e.g. youth in juvenile detention centers, youth attending alternative education, and youth in Community Services Board programs*). The program aims to reduce the frequency of sexual activity, reduce the number of sexual partners, increase contraceptive use among participants, and increase adulthood preparation subject knowledge and skills among participants. Information about the current application and the facilitation manual which details the application components can be found here: <https://www.visionofyouinfo.org/introduction-to-voy/> .

The existing “Vision of You” web-based application has successfully launched and is currently engaging students in the Vision of You program. The existing web-based

application is coded on the client-side using HTML, CSS, and JavaScript with React libraries. PHP is used for server-side functionality and data exchange between client and server. While the current application is functioning, the client-side coding is fragile and unstructured with little to no commentary on functionality, and technical issues limit use, reliability, and capability. Current issues include: many standard web browsers and devices are not supported causing access issues and user support issues, simple content edits are causing fundamental delivery and presentation to break, and the application code base is incapable of supporting and working with a management system functionality.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

JMU seeks a qualified and experienced firm that can provide web application updates and/or development services on an as-needed basis to the University. Specifically, this company shall have the equipment, processes, personnel, and knowledge to provide web application services for current and future University projects.

Offerors shall provide detailed responses to the following:

- A. Provide an executive summary of your firm including office locations, years in business, personnel information (e.g. number of employees, expertise, resumes) and services offered.
- B. Provide the resume and contact information of a primary point of contact for the University.
- C. Specify any work that your firm subcontracts out and the names of the subcontractors.
- D. Contractors shall not proceed with work under a resulting contract without a University-issued purchase order. Describe the process the University would follow to request a project quote.
- E. Describe your firm's process for determining the time/hours needed for a University project. Specify all information that will be provided on a project quote.
- F. Describe how project timelines will be determined and communicated to JMU client. Describe your firm's process for adhering to timelines.
- G. Describe your firm's customer service model.
- H. Describe your firm's experience in developing applications that are accessible for all levels and types of disabilities, including Section 508 compliance. Provide examples of previous and/or current work demonstrating knowledge around accessibility standards.
- I. Describe the documentation offered for University projects.

- J. Describe the support provided during the implementation of new or updated applications.
- K. Provide examples of completed web application work to include:
 - 1. Previous project(s) related to special education and/or educational services
 - 2. Previous project(s) related to health and human services
 - 3. Previous project(s) completed for higher education.
 - 4. Previous project(s) showing examples of front and back-end sides of application.
- L. Describe your firm's experience and/or capacity for converting an existing web-based application client-side functionality to a new code base.
- M. Describe your firm's experience developing customized back-end management systems.
- N. Describe the plan for maintaining open communication during project work with the relevant university client.
- O. Describe any additional services that your firm can offer to the University. Specify additional costs and/or hourly rates in *Section X, Pricing Schedule* of this solicitation.
- P. Describe your firm's ability to provide training sessions to educators for created applications. Indicate whether this training can be provided in-person and/or via webinar. Specify additional costs in *Section X, Pricing Schedule* of this solicitation.
- Q. Describe your firm's ability to present innovative ideas for application updates/creation. Include details on branding strategy experience.
- R. Describe the escalation process that JMU will follow in the event that problems are discovered with application(s) after its launch. Describe how your firm would resolve problems within application(s) to ensure customer satisfaction (*i.e. code issues, bugs, etc.*). Provide an explanation of any costs that the University would incur in *Section X, Pricing Schedule*.
- S. Describe how your firm would propose to assist the University with service and maintenance of application(s).
- T. Describe the application security features for data.
- U. Describe your approach to test and production environments.
- V. The University occasionally explores opportunities for hosting applications external to the university. Describe hosted and data storage services. Specify additional costs in *Section X, Pricing Schedule*.

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 five (5) 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 all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. Proposal Preparation
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of

the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’ proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Responses to Section IV. Statement of Needs of this Request for Proposal.
3. Offeror Data Sheet, included as *Attachment A* to this RFP.
4. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
5. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
6. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

1. Quality of products/services offered and suitability for 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, & Minority (SWaM) Businesses
5. Cost

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

- B. AWARD TO MULTIPLE OFFERORS:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth

may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

- 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 subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a 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) for a minimum of 10 days.

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

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

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

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

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. 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 #	
City, State, Zip Code	RFP Title	

Name of Purchasing Officer: _____

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

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

- D. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. **UNDERSTANDING OF REQUIREMENTS:** It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568-7936 or 540/568-7935.
- F. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the

Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; 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 SBSBD-certified small businesses. This shall not exclude SBSBD-certified women-owned and minority-owned businesses when they have received SBSBD 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 SBSBD 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. 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.

- L. 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.
- M. 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.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.

- Q. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- R. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- S. WORK ESTIMATES: The contractor shall furnish the agency with a written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the contractor's hourly rates specified in the contract, and any other charges agreed to in the contract. If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the contractor to reevaluate the estimate. At the agency's sole discretion, a purchase order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor shall submit invoices only for completed work.
- T. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students, and affiliates will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. This shall include FTI, which is a term of art and consists of federal tax returns and return information (*and information derived from it*) that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code (*IRC*) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as sensitive but unclassified information and may contain personally identifiable information (*PII*). Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- U. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:
- (i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 - (ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

- (iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- (iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

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

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

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

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

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

- V. **STANDARDS OF CONDUCT:** The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.
- W. **OWNERSHIP OF INTELLECTUAL PROPERTY:** All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

IX. METHOD OF PAYMENT

The contractor will be paid 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. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

- A. Contractor shall provide a list of all labor category(ies) and the associated hourly rate(s).
- B. Provide costs associated with training services.
- C. Provide costs associated with hosting and data storage services.
- D. Provide all other costs including incidentals, travel, and miscellaneous fees that would apply.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

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: _____

Date Form Completed: _____

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

Offeror / Proposer:

_____ Firm

_____ Address

_____ Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

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)

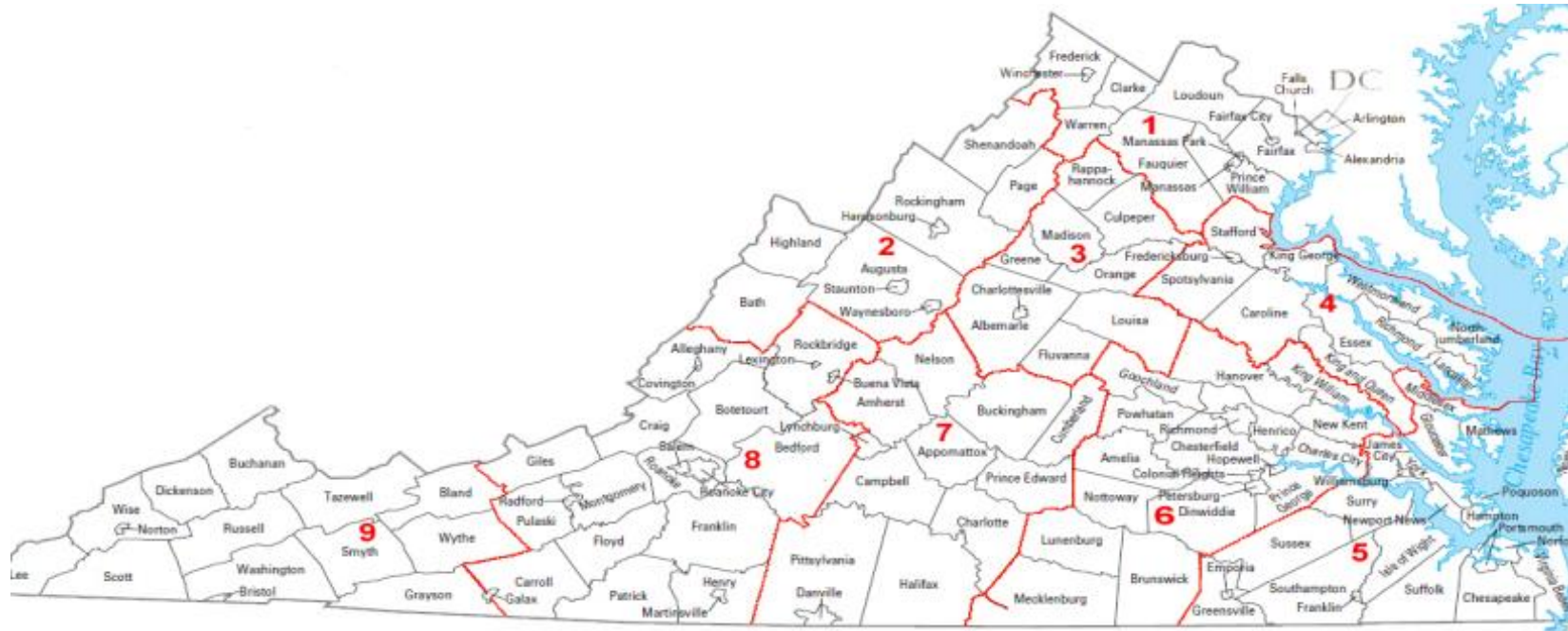
(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

<u>Zone 1</u> George Mason University (Fairfax)	<u>Zone 2</u> James Madison University (Harrisonburg)	<u>Zone 3</u> University of Virginia (Charlottesville)
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<u>Zone 9</u> University of Virginia - Wise (Wise)



November 13, 2018

ADDENDUM NO. ONE

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# LBS-1022**
RFP Issue Date: **October 25, 2018**
Commodity: **Web Application Development/Update Services**
RFP Closing On: **November 29, 2018 at 2:00 p.m. (Eastern)**

Please note the clarifications or change(s) made on this proposal:

1. Question: Can you give us any guidance in terms of your target budget for your project?

Answer: The University is not required to provide budget information.

2. Question: It appears there is an incumbent software vendor for the IMD web apps.
a. What factors led to the decision to solicit a replacement vendor?
b. Can you please let us know their rate and historical spend?
c. What was the average monthly hours for application updates and/or development services over the past year?

Answer:
a. The University awarded term contracts in 2014 for application development services to Gromobi, LLC and the Adfero Group. These contracts have a final expiration date of 3/23/19 and we are seeking to replace them.
b. The contracted rates are available within the contract documents found at <http://cipag.jmu.edu/cipag/> . Historical spend can be determined on <https://eva.virginia.gov/index.html> .
c. This is unknown.

3. Question: What documentation is available for the applications describe within the background statement?

Answer: For TTAC: the links to the apps are within the background statement; JMU owns the code.
For VOY: JMU has and owns the code and also has end user documentation (a facilitation manual which can be found at the link in the background section <https://www.visionofyouinfo.org/introduction-to-voy/>

4. Question: What are the project requirements/specifications for the applications described within the background statement?

Answer: The University plans to award a term contract(s) for web application development/update services based on the criteria outlined within the RFP. After award, University representatives will request a quote for a specific project(s)

from the contractor(s) based on contracted rates. A purchase order will be issued by the University to authorize the Contractor to proceed with work.

5. Question: It appears that the IMD3 web app includes responsive design features. Are there plans to replace the dedicated iOS (iPad) app with a mobile app that can utilize this common code base?

Answer: This is unknown at this time.

6. Question: Are there plans to support Android devices for IMD?

Answer: This is unknown at this time.

7. Question: Has the University considered combining the IMD3 and IMD Problem Resolution apps into a single app?

Answer: There are no plans to do this as they are very different from each other, and the IMD3 is already a combination of previous apps.

8. Question: Does the scope of services include the IMD3 web app (currently supported by T/TAC)?

Answer: This is anticipated.

9. Question: Are there plans to create a web version of IMD Problem Resolution?

Answer: There is already a webapp created for the Problem Resolution app, which can be seen here http://www.imdetermined.org/wp-content/apps/problem_resolution/index.html

10. Question: Does the University intend to completely rewrite the VOY web app?

Answer: The existing web-based application client-side functionality needs to be completely converted to a new code base.

11. Question: Is a mobile version of VOY anticipated?

Answer: This is unknown at this time.

12. Question: Does the University have content authors available for possible/required rewrites in other technologies?

Answer: Not for the grant-funded areas described within the RFP background statement.

13. Question: What University resources will be available during the project? In what roles? What will their availability be?

Answer: For the TTAC and VOY projects there are personnel available for ideation, consultation, testing, and to operate as a primary point of contact on the University-side. This would vary if other areas need work.

14. Question: Does the University have a project lead to own, drive, and track each project's progress while monitoring design choices for feasibility and usefulness?

Answer: Yes.

15. Question: Are there any key dates that may impact the development and support services?

Answer: Key dates are dependent on the scope and details of the project.

16. Question: Can you please confirm at this time the full list of websites included in the focus of this RFP? We have the following based on your document:

- a. <https://www.jmu.edu/> including <http://www.jmu.edu/iihhs>
- b. <https://www.ttacjmu.org>
- c. <https://www.imdetermined.org>
- d. <https://www.visionofyouinfo.org/introduction-to-voy/>
- e. Vision of You application

Answer: The University plans to award a term contract(s) for web application development/update services based on the criteria outlined within the RFP. After award, University representatives will request a quote for a specific project(s) from the contractor(s) based on contracted rates. A purchase order will be issued by the University to authorize the Contractor to proceed with work.

- a. No.
- b. This is unknown.
- c. This is anticipated.
- d. No.
- e. This is anticipated.

17. Question: Can you please provide technical details specific to the websites that are included under the scope of this engagement, including platforms, how the sites were built and maintained?

Answer: imdetermined.org and ttac.org were both built using Expression Engine (EE). Currently, I'm Determined is on WordPress and ttac.org will be transitioning to WordPress as well. The only part of imdetermined.org that is not on WordPress is the Youth & Parent summit application, which is still on EE due to unique features that it does.

Vision of You application: The front-end student-side of the website was developed using React and makes API calls to a PHP back-end. No specific PHP framework was utilized for the back-end.

18. Question: Can you please confirm ttacjmu.org is built and maintained using Expression Engine?

Answer: Yes it was build and maintained using Express Engine (EE) but will be moved to WordPress in the near future. The only part that will not be on WordPress is the lending library (which was built and maintained in EE) as we are looking at commercial options as a replacement.

19. Question: Can you please confirm visionofyouinfo.org is built and maintained using Squarespace? Once you are logged in, can you please provide the technical details of that system?

Answer: Yes the visionofyouinfo.org is built and maintained using Squarespace; however, this site is informational for the purpose of explaining the VOY program and application and will not be part of a work project.

The Vision of You application is www.visionofyou.org and the existing code base is

described within the background statement of the RFP. Access to the application testing environment will be provided to the successful contractor(s) in order for them to provide a project quote(s).

20. Question: Is it the intention of JMU to maintain the existing setup for each of these websites, or would you consider a singular system (such as WordPress or Drupal) configured for multisite management?

Answer: For TTAC: See response to #17 above. For VOY: Is open to options.

21. Question: Can you please provide details on your existing hosting environment(s)?

Answer: The VOY application is hosted on a managed AWS instance through Cloudways. The main I'm Determined site is hosted at Liquid Web. Other TTAC work has the hosting handled by the current contractor.

22. Question: In addition to the mobile web app for the *I'm Determined* project are there any other mobile web applications that would be a part of this project?

Answer: This is unknown.

23. Question: How many task orders do you expect to issue and under what frequency?
a. Could you please provide a sample task order for us to review?
b. Historically, what have you seen as LOE for supporting these applications?
c. What has been the process and general timeline for issuing a task order, review of proposals from partners, selection of partner, and execution of work?
d. How many concurrent task orders do you expect to be issued at any given time?
e. Will selected partners receive a task order for ongoing activities such as maintenance and platform updates and / or scoping and requirements gathering?

Answer: This is unknown.
a. We do not have this.
b. This has varied by project.
c. This has varied by project.
d. This is unknown.
e. This is unknown.

24. Question: Is there any budgetary information you can share with us at this time?
a. What historic information can you provide regarding average number of hours a month has been utilized in maintaining and supporting the platforms?
b. What is the average hourly rate you are expecting?
c. What is the average budget anticipated per task order?

Answer: The University is not required to provide budget information.
a. We do not have this information.
b. Offerors should provide their best hourly rate(s) in their proposal to RFP# LBS-1022.
c. This is unknown.

25. Question: Is there an incumbent partner, and if so has the partner been invited to submit a proposal?

Answer: The University awarded term contracts in 2014 for application development services to Gromobi, LLC and the Adfero Group. These contracts have a final expiration date of 3/23/19 and we are seeking to replace them. The RFP was

publicly posted in <https://eva.virginia.gov/index.html> and publicly advertised in a newspaper. Any firm interested in providing a response is invited.

26. Question: How many prospective partners have been invited to submit a proposal?

Answer: The RFP was publicly posted in <https://eva.virginia.gov/index.html> and publicly advertised in a newspaper. Any firm interested in providing a response is invited.

27. Question: What is the weighting in the evaluation criteria specific to *Participation of Small, Women-Owned, & Minority (SWaM) Businesses*?

Answer: As stated in the RFP: Allocation of points for evaluation criteria will be published to the eVA solicitation posting prior to the closing date and time.

28. Question: Can you describe the processes for how the *Vision of You* application data and content is updated? Will the selected partner be responsible for these updates in the future?

Answer: Currently, any updates needed are made internally by our backend developer. It is anticipated that the selected contractor(s) will be responsible for making these updates in the future.

Sincerely,



LeeAnne Beatty Smith, CPPB, VCA, CUPO
Buyer Senior, Contract Purchases
Phone: (540-568-7523)

PROCUREMENT SERVICES
MSC 5720
752 Ott Street
Wine-Price Building
Harrisonburg, VA 22807
540.568.7523 Phone



November 29, 2018

ADDENDUM NO. TWO

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# LBS-1022**
RFP Issue Date: **October 25, 2018**
Commodity: **Web Application Development Services**
RFP Closing On: **~~November 29, 2018 at 2:00 p.m. (Eastern)~~**
December 4, 2018 at 2:00 p.m. (Eastern)

Please note the clarifications or change(s) made on this proposal:

The closing date and time has been extended to December 4, 2018 at 2:00 p.m. Eastern.

Sincerely,

LeeAnne Beatty Smith, CPPB, VCA, CUPO
Buyer Senior

PROCUREMENT SERVICES
MSC 5720
752 Ott Street
Wine-Price Building
Harrisonburg, VA 22807
540.568.7523 Phone