



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU5527

This contract entered into this 28th day of June 2019, by Kelleher, Helmrich & Associates, Inc. (KHA) 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 June 28, 2019 through June 27, 2020 with nine (9) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposal CMJ-1039 dated February 11, 2019:
(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 One, dated February 25, 2019
(e) Addendum Two, dated March 5, 2019
(3) The Contractor's Proposal dated March 1, 2019 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated June 5, 2019.
(b) Information Technology Services Addendum dated May 29, 2019

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

CONTRACTOR:

PURCHASING AGENCY:

By: [Signature]
(Signature)

By: [Signature]
(Signature)

Alfonso Lerma
(Printed Name)

Colleen Johnson
(Printed Name)

Title: Assistant Director of Sales

Title: Buyer Specialist



RFP # CMJ-1039, Safety Data Sheet Records Management System  
 Negotiation Summary for  
 Kelleher, Helmrich & Associates, Inc. (KHA)

06-18-2019

1. Contractor's Pricing Schedule is as follows:

Item	Price	Unit
a. Initial year of service, including maintenance, up to 10,000 SDS and setup of system from provided paper SDS. Includes customization of user/approval workflow, binder structure, and end user documentation.	\$10,500.00	One-Time
b. Succeeding option years, including maintenance, up to 9 additional years	\$6,000.00	Per year
c. SDS management above 10,000	\$600.00	Per year, per 1,000 SDS
d. Optional Additional custom labels beyond one (1)	\$500.00	Each
e. Optional Additional custom reports beyond ten (10)	\$250.00	Each
f. Optional In-Person Training (not including travel)	\$500.00	Per day

KHA does not charge any additional charge card processing fees.

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

<http://www.gsa.gov/portal/content/104877>

<http://www.gsa.gov/portal/content/101518>

All travel shall be mutually agreed upon prior to being arranged. Transportation expenses (air travel, car rental) will be paid at cost with Contractor providing a documented receipt to the Purchasing Agency. Travel should be economical with base level travel (i.e., no upgrades for car rental; no first class or business class air travel).

3. Annual subscription period shall begin the month following initial invoicing, issued after the project status meeting detailed in 7.d. below.

4. Duplicate submissions of SDS forms shall be counted as one entry on the estimated 10,000 initial documents included in pricing.

5. Unlimited SDS documents may be uploaded and requested for retrieval at no cost except as related to maintenance cost thresholds in 1.c.



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Kelleher, Helmrich & Associates, Inc. (KHA)**

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6. The addition of unique identifiers “custom fields” to the record options (search, advanced search, and on SDS information page) shall be provided without additional cost.
7. Timeline for initial setup invoicing in relation to implementation schedule shall be as follows:

Following contract award KHA shall:

- a. Within one (1) week of contract award KHA shall reach out to JMU stakeholders to schedule a project launch meeting. During this one-week period KHA shall:
  - i. Establish JMU’s Online-SDS access point/site
  - ii. Complete initial system configuration
  - iii. Present administrative user template (spreadsheet) to be completed by JMU
  - iv. Provide onboarding SDS submission documentation
  - v. Provide instructions for administrative users who wish to associate SDS from KHA’s larger SDS Warehouse with their area of responsibility (within the larger JMU Online-SDS system)
- b. Following the aforementioned project launch meeting, within two (2) weeks, JMU will make an initial SDS submission or provide a chemical inventory list to KHA for processing.
  - i. KHA project management staff shall assess the submission and provide an estimate for time to completion that shall be mutually agreed.
  - ii. Additional submissions can be made by JMU as constituencies within the University come to understand the process and subsequently submit their SDS or chemical inventory list(s).
  - iii. When possible, JMU will consolidate chemical inventory lists into a singular comprehensive list with columns identifying the chemicals’ locations (there are no system limitations on the number of possible location/hierarchy structure labels). Onboarding methodology can include multiple models [e.g. sending paper copies, digital scans, Excel, etc.] without deviation from the proposed Pricing Schedule.
- c. Four (4) weeks following JMU’s initial SDS submission, KHA shall facilitate a project status meeting. During this meeting, KHA shall:
  - i. Present training documentation
  - ii. Coordinate dates for broader JMU staff training
  - iii. Review progress made in processing JMU’s initial SDS submission



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Kelleher, Helmrich & Associates, Inc. (KHA)**

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- d. KHA shall invoice the initial year of service following the project status meeting. KHA issues invoices on the last business day of the month.
  - e. Within six (6) weeks KHA shall provide JMU access to an SDS system containing substantial number of SDS that have been processed from JMU's initial SDS submission. This SDS system shall meet all specifications outlined by RFP CMJ-1039, KHA's proposal, and details in this negotiation summary.
  - f. KHA shall complete implementation and training within five (5) months of contract award.
8. HTTPS routing shall be used for JMU's SDS system.
9. Password management shall be customizable by length, complexity, and timely reset (e.g. 90 or 120 days). Usual settings that KHA can configure include but are not limited to:
- Minimum Length (in # of characters)
  - Expiration Length (in # of days)
  - Unique in History (# of last password changes to review) NOTE: Passwords themselves are not stored, but uniquely salted password hashes are maintained to make this determination.
  - Number of Login Failures Before Locking Account (number of failed password attempts)
  - Complexity - Require Lower Case
  - Complexity - Require Upper Case
  - Complexity - Require Number
  - Complexity - Require Special Character
  - Complexity - Special Characters Banned
  - Complexity - Special Characters Allowed
10. KHA breach protocol shall include notification by email to the system administrators as well as JMU technical representatives. JMU will provide contact information for appropriate technical representatives.
11. General Cooperative Pricing:

General pricing schedule including price breaks per volume and available discounts. When the general pricing schedule (below) does not serve a given organization's unique needs best KHA shall further provide the most cost-effective and competitive pricing beyond the included general pricing;



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offering additional discounts, and competitive price matches when possible for other organizations whose needs vary.

a. Pricing Schedule for Initial Setup:

Planned SDS Qty.	Price
10,000	\$10,500
9,000	\$10,260
8,000	\$9,600
7,000	\$8,400
6,000	\$7,200
5,000	\$6,720
4,000	\$5,760
3,000	\$5,400
2,000	\$4,800
1,000	\$3,000
500	\$2,400
100	\$1,500

b. Pricing Schedule for Maintenance:

Planned SDS Qty.	Price
10,000	\$6,000
9,000	\$5,724
8,000	\$5,376
7,000	\$5,040
6,000	\$4,320
5,000	\$4,200
4,000	\$3,744
3,000	\$3,132
2,000	\$2,640
1,000	\$2,400
500	\$2,100
100	\$1,200

- SDS management in addition to the "Planned SDS Qty." \$600.00, per year, per 1,000 SDS
- Optional additional custom (chemical container) labels beyond one (1) \$500.00, per label
- Optional additional custom reports beyond ten \$250.00, per report
- Optional in-person training \$500.00, per day (not including travel)

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

## ATTACHMENT D

### James Madison University Information Technology Services Addendum

CONTRACTOR NAME: Kelleher, Helmrich & Associates, Inc.

PRODUCT/SOLUTION: Online-SDS™

#### Definitions:

- **Agreement:** The “Agreement” includes the contract, this addendum and any additional addenda and attachments to the contract, including the Contractor’s Form.
  - **University:** “University” or “the University” means James Madison University, its trustees, officers and employees.
  - **University Data:** “University Data” is defined as any data that the Contractor creates, obtains, accesses, transmits, maintains, uses, processes, stores or disposes of in performance of the Agreement. It includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites.
  - **Personally Identifiable Information:** “Personally Identifiable Information” (PII) includes but is not limited to: Any information that directly relates to an individual and is reasonably likely to enable identification of that individual or information that is defined as PII and subject to protection by James Madison University under federal or Commonwealth of Virginia law.
  - **Security Breach:** “Security Breach” means a security-relevant event in which the security of a system or procedure involving University Data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
  - **Service(s):** “Service” or “Services” means any goods or services acquired by the University from the Contractor.
1. **Rights and License in and to University Data:** The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use the data as provided in the Agreement solely for the purpose of performing its obligations hereunder. The Agreement does not give a party any rights, implied or otherwise, to the other’s data, content, or intellectual property.
  2. **Disclosure:** All goods, products, materials, documents, reports, writings, video images, photographs, or papers of any nature including software or computer images prepared or provided to the Contractor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.

3. **Data Privacy:**

- a. Contractor will use University Data only for the purpose of fulfilling its duties under the Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by law.
- b. University Data will not be stored outside the United States without prior written consent from the University.
- c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under the Agreement. The Contractor will ensure that the Contractor's employees, and subcontractors when applicable, who perform work under the Agreement have received appropriate instruction as to how to comply with the data protection provisions of the Agreement and have agreed to confidentiality obligations at least as restrictive as those contained in this Addendum.
  - i. If the Contractor will have access to the records protected by the Family Educational Rights and Privacy Act (FERPA), Contractor acknowledges that for the purposes of the Agreement it will be designated as a "school official" with "legitimate educational interests" in such records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use such records only for the purpose of fulfilling its duties under the Agreement for University's and its End Users' benefit, and will not share such data with or disclose it to any third party except as required by law or authorized in writing by the University. Contractor acknowledges that its access to such records is limited to only those directly related to and necessary for the completion of Contractor's duties under the Agreement.
- d. The Contractor shall be responsible and liable for the acts and omissions of its subcontractors, including but not limited to third-party cloud hosting providers, and shall assure compliance with the requirements of the Agreement.

4. **Data Security:**

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

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

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

**6. Employee Background Checks and Qualifications:**

- a. Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Agreement including but not limited to all terms relating to data and intellectual property protection.
- b. If the Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, the Contractor shall perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

**7. Security Breach:**

- a. Response: Immediately (within one day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
- b. Liability:
  - i. If Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach caused by Contractor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.
  - ii. If Contractor will NOT under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs reasonably incurred by the University in investigation and remediation of any Security Breach caused by Contractor.

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

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

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

- a. Contractor's obligations to protect University Data shall survive termination of the Agreement until all University Data has been returned or securely destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.
- b. Upon termination or expiration of the Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 60 days of termination of the Agreement. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
- c. In the event that the University requests destruction of its data, Contractor agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University.
- d. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Contractor will also provide, as applicable, a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new service, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

**10. Audits:**

- a. The University reserves the right in its sole discretion to perform audits of the Contractor to ensure compliance with the terms of the Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If Contractor must under the Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, Contractor will at its expense conduct or have conducted at least annually a(n):
  - i. American Institute of CPAs Service Organization Controls 2 (SOC 2) audit, or other independent security audit with audit objectives deemed sufficient by the University, which attests to Contractor's security policies, procedures, and controls. Contractor shall also submit such documentation for any third-party cloud hosting provider(s) they may use (e.g. AWS, Rackspace, Azure, etc.) and for all subservice providers or business partners relevant to the Agreement. Contractor shall also provide James Madison University with a designated point of contact for the SOC reports and risks related to the contract. This person shall address issues raised in the SOC reports of the Contractor and its relevant providers and partners, and respond to any follow up questions posed by the University in relation to technology systems, infrastructure, or information security concerns related to the contract.
  - ii. vulnerability scan of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement; and
  - iii. formal penetration test performed by qualified personnel of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement.
- c. Additionally, Contractor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Agreement. The University may require, at University expense, the Contractor to perform additional audits and tests, the results of which will be provided promptly to the University.

**11. Compliance:**

- a. Contractor will comply with all applicable laws and industry standards in performing services under the Agreement. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.
- b. To the extent applicable to the design and intended use of the service, Contractor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Contractor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.

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

IN WITNESS WHEREOF, the parties have caused this addendum to be duly executed, intending thereby to be legally bound. In the event of conflict or inconsistency between terms of the Agreement and this Addendum, the terms of this Addendum shall prevail.

<u>JAMES MADISON UNIVERSITY</u>		<u>CONTRACTOR</u>	
SIGNATURE:	<u>Colleen Johnson</u>	SIGNATURE:	<u>Alfonso Lerma</u>
PRINTED NAME:	<u>Colleen Johnson</u>	PRINTED NAME:	<u>Alfonso Lerma</u>
TITLE:	<u>Buyer Specialist</u>	TITLE:	<u>Assistant Director of Sales</u>
DATE:	<u>5/29/19</u>	DATE:	<u>March 1, 2019</u>

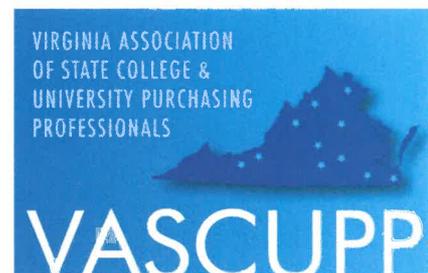


# Request for Proposal

## RFP# CMJ-1039

**Safety Data Sheet Records Management System**

**February 11, 2019**



**REQUEST FOR PROPOSAL**  
**RFP# CMJ-1039**

**Issue Date:** 02/11/2019  
**Title:** Safety Data Sheet Records Management System  
**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 Thursday, March 7 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: Colleen Johnson, Buyer Specialist, Procurement Services, [johns9cm@jmu.edu](mailto:johns9cm@jmu.edu); 540-568-3137; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

Kelleher, Helmrich & Associates, Inc. (KHA)

6920 Hohman Avenue

Hammond, IN 46324

Date: March 1, 2019

Web Address: www.kha.com

Email: a.lerma@kha.com

By:

  
*(Signature in Ink)*

Name: Alfonso Lerma

*(Please Print)*

Title: Assistant Director of Sales

Phone: Toll-Free: 8002744995, Direct 4192876832

Fax #: 2198522384

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1A.L. #2A.L. #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 # CMJ-1039*

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## I. PURPOSE

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

### **Offeror Response: A Letter from KHA, CEO**

KHA is the original innovator of electronic SDS management and commonly recognized by it's industry-leading solution, KHA Online-SDS™. Family owned and operated since 1985, fanatical support is marquee in our commitment to customer service. For nearly 35 years KHA customers have been and continue to be instrumental in offering feedback, inspiring innovation and driving our continuous-improvement culture.

KHA pioneered the industry's first computerized SDS system before e-mail was common. Our first software was DOS based, then became Windows client/server, and for over a decade we have delivered Online-SDS™ as a total Web-based solution. Our breadth of experience has traversed several iterations of technical innovation, from the fax machine to the Internet, KHA has built a rich tradition reliably delivering innovative solutions amidst an ever tech and regulatory landscape.

As the world increasingly looks to mobile devices to accomplish tasks and access critical data, KHA is prepared to support customers through this transition. KHA was the first SDS management service provider to introduce a native mobile app (2011) available in popular app markets (i.e. Apple's App Store/iTunes, and Google Play). In 2018 off-line mobile backup was introduced as a feature, ensuring SDS are accessible when no cellular signal is available, while also accommodating wifi-only tablets. A mobile optimized browser-based experience is also supported.

A diverse customer base drives our constant innovation. State agencies, education institutions, municipalities—KHA serves the public—from the Federal Government to small town America. From Space exploration, to civil infrastructure to our communities of higher education; KHA, Online-SDS™ is uniquely positioned with incomparable experience to safeguard the health and safety of James Madison's community of constituencies, while ensuring the institution's regulatory compliance responsibilities are met. It would be our privilege to work with you.

Joe Kelleher, CEO



## **II. BACKGROUND**

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 21,000 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>.

JMU currently utilizes binders of hardcopy Safety Data Sheet (SDS) files. Across the entire campus there are approximately 10,000 hard copy SDSs managed by individual departments, labs, and shops.

## **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.

### **Offeror Response:**

KHA, a small business, will complete all tasks, meet milestones and provide requisite services detailed in this offer, supporting the Commonwealth's pro-small business procurement culture. Should the opportunity arise to support a potential contract with James Madison University

## IV. STATEMENT OF NEEDS

The Contractor shall have available and be able to demonstrate the use and functions of the following components and/or features for an SDS Records Management System. It is expected that any proposed system will already be fully developed, tested, offered publicly for sale and available immediately for installation. For this project, the University is not interested in a custom developed system. Describe in detail the manner in which each item is addressed by the system.

### Offeror Response:

In-line responses are detailed below for each numbered item, A.1. through F.1. Any referenced supporting documentation is attached at the end of this solicitation response/bid.

#### A. Application Functionality:

1. Describe how JMU-specific SDSs are populated into a JMU library and by whom.
  - a. Online-SDS empowers users with flexible workflows to ensure JMU-specific SDS are populated in a capacity that compliments organizational readiness. Options available to University stakeholders is efficiently communicated through concise documentation and training (1.b.-1.d. below). This flexibility in choice ensures that the proposed solution accommodates different University constituencies SDS needs, available staff resources and both short and long-term goals.
  - b. Option 1 – SDS Warehouse
  - c. Option 2 – Paper processing
  - d. Option 3 – Inventory list reconciliation
2. Describe how a JMU library is updated when a relevant vendor issues an updated SDS and how the previous and historical versions are managed.
  - a. KHA's SDS validation system identifies vendor-issued SDS updates and disseminates them automatically into the JUM library. Each chemical is essentially maintained as a unique record with historical SDS versions associated in a concise revision history.

By default, Online-SDS™ presents the most current version as the *primary* SDS through an easy-to-navigate user interface (UI), while an SDS summary At-A-Glance page maintains an easily accessible revision history of past historical versions. Online-SDS™ has been engineered to simplify the compliance challenge commonly referred to as OSHA's 30-year archive rule (C.F.R. 1910.1020). By default the SDS revision history is accessible to all users in a read-only capacity, but can be further restricted as a no-cost configuration choice if ever requested.

- b. The referenced SDS summary At-A-Glance page also displays critical pre-indexed data elements (e.g. GHS hazard statements, precautionary measures, etc.).

3. Describe the system's ability to track total record views by named or unnamed users.
  - a. Yes, Online-SDS™ logs every action a user takes for system health monitoring purposes, diagnostic testing, and quality assurance—which includes page views. The same information is available for unnamed users as its own user group.
  - b. This information is broken down into specific functional area such as the number of basic searches, the number of advanced searches, the number of SDS At-A-Glance views, and the number of SDS file downloads.

4. Describe the system's ability to track users' edits within the system.

- a. Edits can only be made by logged-in system administrators who have been granted the permission to make system edits. Every edit that an administrator makes is associated with their user name, documenting audit trail insights.

Online-SDS™ offers organizations unlimited and flexible user management features. The system supports a concept referred to in KHA's lexicon as User Management. Customer-specified administrative permissions can be established as a role that an unlimited number of staff members can be associated with for no additional cost.

5. Describe a back-up method for retrieving SDSs if the internet is down.

- a. Online-SDS™ includes a number of backup options available to JMU, accommodating varying operations, for no additional cost.
  - (1) KHA's Load-N-Go offline back supports traditional computers, laptops, etc. It can also be installed on any portable media (e.g. flash drives, CDs, etc.). Operational SDS are stored locally and made accessible by an HTML off-line search user interface (UI).
  - (2) KHA's freely available SDS Mobile app in both the Android and Apple app stores allow for administrative users to download an offline backup onto their respective tablet or smart phone devices.
  - (3) Some aspects of our operations put workers far from a computer. Some workers may not be permitted to carry mobile devices during their job duties or do not have a mobile device. Solving this operation challenge, Online-SDS™ can generate print-ready SDS binders broadly reflecting all operations, or more granularly reflecting a specific department or area of responsibility. While many organizations powered by Online-SDS™ work towards paperless SDS management, other organizations can drastically reduce their use of paper, but continue to utilize paper SDS binders in a few select areas as needed.

6. Describe criteria that can be used to search SDSs (i.e. CAS#, name, partial name, SDS attributes, etc.).
- Online-SDS™ is powered by KHA's industry-best data indexing standard, and search. Capturing nearly 40 data elements from every SDS, Online-SDS™ accounts for more pre-indexed data elements than any other alternative system. Simply put, industry-best data indexing gives users the most intuitive search experience, making the system easy to use for users with varying technical proficiencies. The aforementioned pre-indexed data elements are listed below (item IV.A.6.e).
  - Online-SDS™ supports both a broad Google-esque search that queries search terms against all indexed data, as well as an advanced search that supports granular keyword-specific searches.
  - Pre-indexed data elements include all requisite information for printing chemical container labels in observance of HazCom requirements. While other systems offer a label printing feature, they task users with selecting each item that is required to appear on the label from an interface—requiring minutes of work to prepare a single label and exposing JMU to greater risk for an adverse chemical exposure in the event that workers incorrectly transpose necessary information from the SDS to the label interface. Online-SDS™ eliminates this risk by preemptively capturing this data.
  - As noted below, KHA preemptively captures CAS#, percent of ingredients and ingredient names for every SDS (finished product, mixture, solution, etc). These items are the fundamental data elements that power any regulatory reporting goals or needs (e.g. Tier II, etc.). While some alternative SDS systems offer regulatory reporting functions, they often require system users to index the relevant data elements that will power reporting output, requiring countless hours of SDS review work. Online-SDS™ flexibly supports regulatory reporting goals out of the box with no additional data indexing or SDS review— again, the requisite data elements are preemptively captured on JMU's behalf. Further, KHA's approach to data capture fortifies JMU's regulatory compliance readiness. Understanding that the nature of regulation is an everchanging landscape, Online-SDS™ can flexibly and immediately respond to new regulation or any chemical inventory related insight that University stakeholders need.
  - Online-SDS™ pre-indexed data:

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Product Name</li> <li>• Manufacturer</li> <li>• General Phone</li> <li>• Emergency Phone 1</li> <li>• Emergency Phone 2</li> <li>• Revision Date</li> <li>• Reviewed Date</li> <li>• Synonyms</li> <li>• Language</li> <li>• GHS – Listed Hazard Pictogram(s)</li> <li>• GHS – Manufacturer Identification</li> <li>• GHS – Signal Words (Danger/Warning)</li> <li>• GHS – Listed Hazard Statement(s)</li> <li>• GHS – Listed Precautionary Statements</li> <li>• NFPA-Health</li> <li>• NFPA-Flammability</li> <li>• NFPA-Reactivity</li> <li>• NFPA-Special Hazards</li> </ul> | <ul style="list-style-type: none"> <li>• HMIS-Health</li> <li>• HMIS-Flammability</li> <li>• HMIS-Reactivity</li> <li>• HMIS-PPE</li> <li>• WHMIS-Code(s)</li> <li>• R&amp;S Phrases</li> <li>• DOT – UN#</li> <li>• DOT – Hazard Classification (Listing)</li> <li>• DOT – Packaging Group (I/II/III options)</li> <li>• Physical – Specific Gravity/Relative Density</li> <li>• Physical – PH</li> <li>• Physical – Flash Point</li> <li>• Physical – Flash Point System (C/F)</li> <li>• Physical - Flash Point Method</li> <li>• Ingredients – Name (For each Ingredient)</li> <li>• Ingredients – CAS# (For each Ingredient)</li> <li>• Ingredients – Wt./Vol. (For each Ingredient)</li> <li>• Ingredients – Percent (For each Ingredient)</li> </ul> |
|---|---|

7. Describe ease of use and navigation of user facing modules.
  - a. While the importance of training is understood, Online-SDS™ is intuitive and easy to use. The driving design principle for the system is simplicity. While other systems focus on administrative users, Online-SDS™ was designed with front-line users in mind first (e.g. workers, students, etc.). As previously stated, an industry best-search experience ensures seamless navigation, and eliminates tasks that a user may find cumbersome, confusing and time consuming (e.g. creating chemical container labels).

Regarding administrative users, their user interfaces have also been designed to be as straight forward as possible while allowing the users to accomplish their needed tasks.

8. Describe ownership of the SDS files.
  - a. KHA acts a library of SDS. As such the copyright of the document usually belongs to the creator of the document, which is typically the product manufacturer.
  - b. All SDS can be exported by administrative users at any time using one of the aforementioned offline backup methods.
  - c. Additionally, if requested KHA can provide a complete data export.
9. Describe all user levels and the differences in functionality across types (i.e. administrators, users, public).
  - a. Our system can be configured to meet our exact requirements regarding permissions.
  - b. Our system has the ability to have multiple user templates which can be used to group individual, granular permissions.
  - c. Typically, we start with a concept of “Binder Admin” and “Master Admin” for administrative roles, as well as an anonymous user for the public access.
    - (1) The Master Admin users will have full rights over the entire system.
    - (2) The Binder Admin users only have administrative permissions to the binder locations designed by a Master Admin. For example, someone in Department A could add/remove SDS from Department A, but not be able to modify the SDS inventory of Department B.
    - (3) The public Anonymous User is a read only capability that can access the system, perform searches, view SDS, and print labels.
    - (4) Additional user templates can be created at no charge, depending on the complexity of the administrative you would like to have.
    - (5) Public usage can also be limited in various ways if deemed necessary such as by IP address range.
10. Describe ability to manage and customize roles and permissions across user types.
  - a. We will work through the process of user management and roles and permissions at the project kickoff.
  - b. Typically, we will review your needs and goals and devise the user templates as explained in point #9 above. Additional user templates, or changes to the primary user templates can always be made as the situation dictates.
  - c. Administrative users are able to add/remove/modify users and assign them to different locations and/or user templates at will.
  - d. The system is designed so that practically every capability is controlled by a granular permission. These permissions can be combined into any permutation to meet your institution’s need.

11. Specify quantity of users included with proposal pricing, and any additional costs for adding extra users, at each level.
  - a. There are unlimited users.
  - b. There are unlimited user templates, although we usually never need more than three or four.
  
12. Describe help or support offered for users at each level.
  - a. We provide end user support for all users at every level of the system.
  - b. From an end user perspective, we offer live chat within the system for help during normal business hours. We also offer phone and email support as well.
  - c. For non-administrative users we will not make any changes that require an administrative level permission, but we can escalate the request to administrative contacts if needed.
  - d. As a practical point, the system is designed to be very easy to use without any training at all.
  - e. There is a collection of specific short training videos in the Resources section of the site as well as PDF user guides.
  - f. Additionally, we provide some material that can be posted as a quick reference for accessing the system.
  - g. For administrative users we have the same live chat, email, and phone-based support. We also will conduct web-based training sessions as needed and support train-the-trainer training.

B. Reporting:

1. Describe all reporting tools supported and how they integrate with the product. Specify if application licensing includes any of the products.
  - a. All reporting is built into the web-based system and does not require any additional licensing fees.
  - b. The reports are accessible in standard formats such as PDF, Microsoft Excel, CSV, and a web-based HTML.
  - c. PDF format does require a PDF reader, which is typically free and pre-installed on all computers.
  - d. Excel format does require a free viewer or standard Microsoft Excel software. If Excel is not available the report can be obtained in CSV format which can be opened in any spreadsheet program, or text editor, many of which can be obtained at no cost.
  - e. The system also allows for API access. While API access has no additional charge, it does require some developer resources on your side to interface, or technically proficient power users. API use is not required for core functionality but does allow you to extend the KHA system capabilities into other systems.

2. Provide a list of all reports delivered as part of the base product including a short description of each. Include a sample of several reports for review.
  - a. The system contains over 60 reports by default.
  - b. Additionally, if there are any reports that are needed, we will add up to 20 additional reports at no charge.
  - c. Please see Attachment F for a complete reporting listing.
  - d. Please see Attachment G for a sample report output.
  - e. Not specifically mentioned in this RFP, but something that most organizations use is our secondary container labeling capability.
  - f. This allows all users (configurable if you would like to limit access) to generate secondary container labels in a variety of formats and sizes that are designed to print on normal printers to readily available sheet feed label stock.
  - g. Please see Attachment H for a table of label sizes and formats.
  - h. Please see Attachment I for example label output.
  - i. Please note that KHA indexes over 35 fields of data when provided on the SDS. This information is used to pre-populate the labels requiring no data entry to be performed by end users.
  - j. Also note that KHA will create one custom label at no charge to meet any specific needs.
3. Describe reporting output formats available.
  - a. PDF
  - b. Microsoft Excel
  - c. Comma Separated Value (CSV)
  - d. Hypertext Markup Language (HTML)
  - e. API access allows for JSON output as well.

C. Services:

1. Describe your training options and include a catalog of training offerings (*provide any associated cost in Section X Pricing Schedule*). Response should include differentiation between technical staff and end-user training.
  - a. KHA will provide up to six (6) web-based training sessions.
  - b. Before training we will conduct a project kick off meeting where one of the discussion topics will be related to implementation and deployment of the system to the entire user base.
  - c. During the kickoff meeting we will also review with the technical stakeholders any specifications or requirements that they may have. Our system uses standard web-based systems though and do not require software to be installed other than standard PDF type readers which are built into most modern web browsers.
  - d. Typically, we only provide training to the administrative users of the system in a train-the-trainer style. During these sessions we will also make sure that administrative users understand and have access to the related information for end user adoption of the system.
  - e. Please see Attachment J for an example of the Find SDS Fast Poster.
  - f. Please see Attachment K for an example of the bookmark instructions.

D. General:

1. Describe typical implementation timeline and project plan and include examples of previously used project plans.
  - a. Every project that KHA works on is unique in that each organization manages their SDS in differing fashions. Instead of forcing your institution to adopt to our software, our approach is to allow our web-based system and related processes to adopt to your needs and requirements. As such providing a complete project plan and implementation timeline at this point is difficult without having a fuller understanding of how you would like the system implemented.
  - b. What we would like to do here is outline the standard progression that projects of a similar size and scope would encompass:
    - (1) Project Kickoff – Upon contract award we will schedule an initial project kickoff meeting. This meeting would include your assigned KHA Project Manager, as well as a technical representative from KHA. We would ask that there be a primary contact assigned from James Madison University that would oversee the project implementation.
    - (2) Initial Site Launch – Before we even receive any of your existing SDS we will be able to turn on a web based system that will immediately give all users access to our large warehouse of digital SDS.
    - (3) Receive data from existing SDS system – During the kickoff meeting we will discuss various ways to send your pre-existing paper SDS binders to us. We will review methods such as obtaining them all at once, or working systematically by department, or building, or some other delimiter that makes sense for your organization. For a project consisting of 10,000 paper SDS this may take up to five (5) months. During this time however the system will be up and usable, and we will concurrently work through the other points here as well.
    - (4) Perform System Tailoring – We will configure all startup items such as user permissions, specific configurations, custom fields, custom reports (if needed), custom label (if needed). We will also review the training documents and plan for deployment of the system and provide any customizations if needed.
    - (5) Conduct Training – KHA will conduct training with administrative users as well as any train-the-trainer type training that is needed based on plans and discussions from the previous steps.
    - (6) Initial Data Entry Complete – Once KHA finishes the initial indexing of the provided data then the system has been fully commissioned.
    - (7) Ongoing SDS Validation – At this point KHA begins SDS validation and continue that on an ongoing basis. SDS Validation is the process through which we ensure that all of the SDS within the University system is up to date.
    - (8) Project Launch Retrospective - We review implementation status and discuss any issues with end user adoption or any issues that may arise through this point.
    - (9) Project Maintenance – After this KHA will still be available for support and guidance on an ongoing basis as needed. You can reach out via web based live chat, phone, or email.

2. Describe how product(s) addresses accessibility to ensure the application is accessible to people with disabilities. Describe testing for adherence to accessibility guidelines and standards. Provide documentation of the testing performed and results of that testing including the Web Accessibility and Template Guide (*WATG located at <https://www.vadsa.org/watg/>*).
  - a. KHA takes accessibility very seriously in our product development process. Our development team and quality control manually review service updates that affect the visual display of information as part of our software development life cycle.
  - b. Additionally, we use automated tools as part of our software process to alert us to potential issues early.
  - c. We perform an annual accessibility audit as well where we are checking our system against Section 508 standards as well as W3C Web Accessibility Initiative Web Content Accessibility Guidelines.

E. Technical:

1. Describe any functionality loss, installation or upgrade problems, or other difficulties if client applications are run using a standard client user account (*non-administrator*).
  - a. This is really determined on a client by client basis during our kickoff meeting. The system is designed with very granular permissions so that different user classes can have different abilities.
  - b. The primary difference is that public anonymous users access the system in a read only mode, whereas administrative users can add/remove SDS and users to the system. Administrative users can create and edit binders.
  - c. Depending on the type of deployment for example public end users can have the ability to print labels, or not. They can have the ability to run reports, or not.
  - d. Another common configuration is that some administrative users will be able to add users, but not all. For example, Master Admins could create Department Admins. Department Admins can have permissions for adding Binder Admins within their department area, but Binder Admins could not add other users.
  - e. As part of the startup process, we will review all of this with the project team and go over your needs and preferences to be able to create a system that feels that it is truly customized for your specific needs.
2. Describe your support for mobile technologies including technology used, distribution method, functionality, integration and development toolset and security.
  - a. KHA fully embraces mobile technology.
  - b. At the foundation, the primary web application is responsive so that it will have a clean layout on smaller devices such as tablets and smart phones.
  - c. The web application can be added to users home screen as a bookmark in this fashion as well.
  - d. We also have the SDS Mobile app which is available as a free app on both the Apple iTunes store and the Google Play store for Android devices. This app requires the user to have an administrative account to link with the organization's system. In this use it will allow users to create an offline backup of the SDS on the mobile device.

3. Describe the system enhancements in development that are scheduled for release in the next twelve months.
  - a. KHA has an exciting 2019 roadmap for the Online-SDS™ system.
  - b. Some of the key highlights include an updated SDS Mobile application that is faster and more powerful than ever.
  - c. Implementing new techniques to further improve page load time.
  - d. Continue to improve on our methodologies for determining manufacturer and product name changes overtime.
  - e. Roll out an updated Toxic Assessment Tool to all clients (at no additional charge)

F. Security:

1. Complete and return Attachment E (Higher Education Cloud Vendor Assessment Tool) with your proposal.
  - a. Attached as Attachment E.

## V. PROPOSAL PREPARATION AND SUBMISSION

### A. GENERAL INSTRUCTIONS

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

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
  - a. **One (1) original and seven (7) copies** of the entire proposal, **INCLUDING ALL ATTACHMENTS**. Any proprietary information should be clearly marked in accordance with 3.f. below.
  - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, **INCLUDING ALL ATTACHMENTS**. Any proprietary information should be clearly marked in accordance with 3.f. below.
  - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and 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.
  - a. KHA has attached the cover sheet as the first page of this document. Addenda's have been attached to the end of this document as RFP Addendum #1 & RFP Addendum #2
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
  - a. This has been addressed in Section IV
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
  - a. We have included resumes of key personnel as Attachment
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
  - a. Attachment A is included in this document.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
  - a. This contract will be below the \$100,000 threshold, therefore does not apply.
  - b. KHA does not plan to sub-contract any work related to this proposal.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: [www.VASCUPP.org](http://www.VASCUPP.org).
  - a. KHA currently does not work with any VASCUPP Member Institutions. KHA would be proud to have James Madison University as our first VASCUPP client.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.
  - a. Please see Section X of this 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

1. KHA has reviewed and understands the terms and conditions set forth below.
  2. KHA meets or exceeds all of the insurance requirements set forth in these terms and conditions. Please see Attachment M and Attachment N.
  3. KHA has registered with the eVA and will pay vendor transaction fees as required.
    - a. Headquarters Account Code : VS0000270021
    - b. Vendor/Customer : VS0000270021
    - c. Virginia Location ID : VA00209355
- 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.



- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
  2. Employer's Liability: \$100,000
  3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
  4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

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

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

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

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

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

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](http://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.

**VIII. SPECIAL TERMS AND CONDITIONS**

1. KHA has reviewed and understands the Special Terms and Conditions set forth below.
  2. KHA is incorporated in the State of Indiana. If KHA were to be awarded this contract, KHA will register as a foreign corporation in the Commonwealth of Virginia, if required.
- 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:	Kelleher, Helmrich & Associates, Inc.	3/13/2019	12:00pm
	Name of Offeror	Due Date	Time
	6920 Hohman Ave.	CMJ-1039-3	
	Street or Box No.	RFP #	
		Safety Data Sheet	
		Records	
		Management	
	Hammond, IN 46324	System	
	City, State, Zip Code	RFP Title	
Name of Purchasing Officer:	Colleen Johnson	Safety Data Sheet Records	
		Management System	

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568-7936 or 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of nine (9) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to [www.jmu.edu/parking](http://www.jmu.edu/parking); or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. 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. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- R. 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.
- S. 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.

- T. EXCESSIVE DOWNTIME: Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of in operability. The period of in operability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than two (2) consecutive calendar days, the contractor shall promptly replace the equipment or software at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within two (2) days following the request for replacement.
- U. LATEST SOFTWARE VERSION: Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.
- V. RENEWAL OF MAINTENANCE: Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for additional one-year periods, under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by more than the percentage increase or decrease in the other services category of the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.
- W. SOFTWARE UPGRADES: The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.
- X. SOURCE CODE: In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.
- Y. TERM OF SOFTWARE LICENSE: Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.
- Z. THIRD PARTY ACQUISITION OF SOFTWARE: The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.

- AA. TITLE TO SOFTWARE: By submitting a bid or proposal, the bidder or offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.
- BB. WARRANTY AGAINST SHUTDOWN DEVICES: The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

CC. 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.

## **IX. METHOD OF PAYMENT**

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

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

## X. PRICING SCHEDULE

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

Describe the maintenance costs for the first year, and, on the basis of an annually renewable contract, the maintenance costs for each of the following nine (9) years

#	Item	Price	Unit
1	Initial year of service, including maintenance, up to 10,000 SDS and setup of system from provided paper SDS	\$10,500.00	One-Time
2	Succeeding option years, including maintenance, up to 9 additional years	\$6,000.00	Per year
3	SDS management above 10,000	\$600.00	Per year, per 1,000 SDS
4	Optional Additional custom labels beyond one (1)	\$500.00	Each
5	Optional Additional custom reports beyond ten (10)	\$250.00	Each
6	Optional In-Person Training	\$500.00	Per day

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to <https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/support/small-business/regulations-fees.html>.

KHA does not charge any additional charge card processing fees.

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## **XI. ATTACHMENTS**

Attachment A: Offeror Data Sheet

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

Attachment C: Sample of Standard Contract

Attachment D: James Madison University Information Technology Services Addendum

Attachment E: Higher Education Cloud Vendor Assessment Tool (HECVAT)

Attachment F: KHA Reporting Listing

Attachment G: Sample Report Output

Attachment H: Secondary Container Labeling Info Sheet

Attachment I: Sample Secondary Container Label

Attachment J: Find SDS Fast Poster

Attachment K: Bookmark Instructions

Attachment L: Government Account Experience and Qualification Listing

Attachment M: Insurance Confirmation Letter

Attachment N: Certificate of Insurance

Attachment O: Resumes of Key Personnel

Attachment P: RFP Addendum #1

Attachment Q: RFP Addendum #2

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**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.

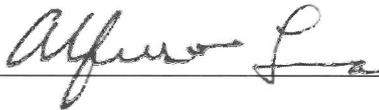
Years 22 Months \_\_\_\_\_

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 #
Pima County, Arizona	4 Years	130 W Congress Street Tucson, AZ 85701	Jim Faas, MPH, CIH  520-724-3078
College of DuPage	1 Year	425 Fawell Blvd, Glen Ellyn, IL 60137	Trisha Sowatzke 630-942-2589
Lane Community Collage	3 Years	4000 E 30th Ave, Eugene, OR 97405	Jennifer Hayward 541-463-5594
Johnson County Community College	7 Years	12345 College Blvd, Overland Park, KS 66210	Gary Cook 913-242-5383
City of Phoenix	7 Years	200 W Washington St, 14th Floor Phoenix, AZ 85003	Jeff Page 602-256-3446

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

Alfonso Lerma (Offeror),



\_\_\_\_\_  
Main Office – 6920 Hohman Ave, Hammond, IN 46324

\_\_\_\_\_  
West Coast Office – 72 W. Broadway, Suite 218, Eugene, OR 94701

\_\_\_\_\_  
Indianapolis Office – 735 Shelby St., Indianapolis, IN 46203

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: N/A \_\_\_\_\_

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ATTACHMENT B

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

Offeror Name:  Kelleher, Helmrich & Associates, Inc  Preparer Name:  Alfonso Lerma

Date:  3/1/2019

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).**

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**ATTACHMENT B (CNT'D)**  
 Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: Safety Data Sheet Records Management System CMJ-1039 Date Form Completed: 3/1/2019

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

Offeror / Proposer: Kelleher, Helmrich & Associates, Inc. 6920 Hohman Ave, Hammond, IN 46324 Alfonso Lerma / 419-287-6832  
 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)
N/A	N/A	N/A	N/A	N/A	N/A

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

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ATTACHMENT C

Note: KHA accepts the Commonwealth of Virginia Standard Contract (James Madison University).



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: \_\_\_\_\_

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## ATTACHMENT D

**James Madison University**  
Information Technology Services Addendum

CONTRACTOR NAME: Kelleher, Helmrich & Associates, Inc.

PRODUCT/SOLUTION: Online-SDS™

**Definitions:**

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

1. **Rights and License in and to University Data:** The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use the data as provided in the Agreement solely for the purpose of performing its obligations hereunder. The Agreement does not give a party any rights, implied or otherwise, to the other’s data, content, or intellectual property.
2. **Disclosure:** All goods, products, materials, documents, reports, writings, video images, photographs, or papers of any nature including software or computer images prepared or provided to the Contractor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.

**3. Data Privacy:**

- a. Contractor will use University Data only for the purpose of fulfilling its duties under the Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by law.
- b. University Data will not be stored outside the United States without prior written consent from the University.
- c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under the Agreement. The Contractor will ensure that the Contractor's employees, and subcontractors when applicable, who perform work under the Agreement have received appropriate instruction as to how to comply with the data protection provisions of the Agreement and have agreed to confidentiality obligations at least as restrictive as those contained in this Addendum.
  - i. If the Contractor will have access to the records protected by the Family Educational Rights and Privacy Act (FERPA), Contractor acknowledges that for the purposes of the Agreement it will be designated as a "school official" with "legitimate educational interests" in such records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use such records only for the purpose of fulfilling its duties under the Agreement for University's and its End Users' benefit, and will not share such data with or disclose it to any third party except as required by law or authorized in writing by the University. Contractor acknowledges that its access to such records is limited to only those directly related to and necessary for the completion of Contractor's duties under the Agreement.
- d. The Contractor shall be responsible and liable for the acts and omissions of its subcontractors, including but not limited to third-party cloud hosting providers, and shall assure compliance with the requirements of the Agreement.

**4. Data Security:**

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

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

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

6. **Employee Background Checks and Qualifications:**

- a. Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Agreement including but not limited to all terms relating to data and intellectual property protection.
- b. If the Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, the Contractor shall perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

**7. Security Breach:**

- a. Response: Immediately (within one day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
- b. Liability:
  - i. If Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach caused by Contractor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.
  - ii. If Contractor will NOT under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs reasonably incurred by the University in investigation and remediation of any Security Breach caused by Contractor.

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

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

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

- a. Contractor's obligations to protect University Data shall survive termination of the Agreement until all University Data has been returned or securely destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.
- b. Upon termination or expiration of the Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 60 days of termination of the Agreement. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
- c. In the event that the University requests destruction of its data, Contractor agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University.
- d. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Contractor will also provide, as applicable, a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new service, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

10. **Audits:**

- a. The University reserves the right in its sole discretion to perform audits of the Contractor to ensure compliance with the terms of the Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If Contractor must under the Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, Contractor will at its expense conduct or have conducted at least annually a(n):
  - i. American Institute of CPAs Service Organization Controls 2 (SOC 2) audit, or other independent security audit with audit objectives deemed sufficient by the University, which attests to Contractor's security policies, procedures, and controls. Contractor shall also submit such documentation for any third-party cloud hosting provider(s) they may use (e.g. AWS, Rackspace, Azure, etc.) and for all subservice providers or business partners relevant to the Agreement. Contractor shall also provide James Madison University with a designated point of contact for the SOC reports and risks related to the contract. This person shall address issues raised in the SOC reports of the Contractor and its relevant providers and partners, and respond to any follow up questions posed by the University in relation to technology systems, infrastructure, or information security concerns related to the contract.
  - ii. vulnerability scan of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement; and
  - iii. formal penetration test performed by qualified personnel of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement.
- c. Additionally, Contractor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Agreement. The University may require, at University expense, the Contractor to perform additional audits and tests, the results of which will be provided promptly to the University.

11. **Compliance:**

- a. Contractor will comply with all applicable laws and industry standards in performing services under the Agreement. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.
- b. To the extent applicable to the design and intended use of the service, Contractor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Contractor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.

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

IN WITNESS WHEREOF, the parties have caused this addendum to be duly executed, intending thereby to be legally bound. In the event of conflict or inconsistency between terms of the Agreement and this Addendum, the terms of this Addendum shall prevail.

**JAMES MADISON UNIVERSITY**

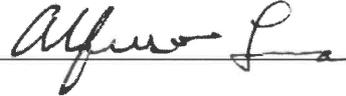
SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CONTRACTOR**

SIGNATURE:  \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ Alfonso Lerma

TITLE: \_\_\_\_\_ Assistant Director of Sales

DATE: \_\_\_\_\_ March 1, 2019

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## ATTACHMENT E Higher Education Cloud Assessment Tool

Higher Education Cloud Vendor Assessment Tool - Lite		Version 2.01	
<b>HEISC Shared Assessments Working Group</b>			
DATE-01	<b>Date</b>	3/4/2019	
<b>General Information</b>			
In order to protect the institution and its systems, vendors whose products and/or services will access and/or host institutional data must complete the Higher Education Cloud Vendor Assessment Tool. Throughout this tool, anywhere where the term data is used, this is an all-encompassing term including at least data and metadata. Answers will be reviewed by institution security analysts upon submittal. This process will assist the institution in preventing breaches of protected information and comply with institution policy, state, and federal law. This is intended for use by vendors participating in a Third Party Security Assessment and should be completed by a vendor.			
GNRL-01 through GNRL-15: populated by Vendor			
GNRL-01	<b>Vendor Name</b>	KHA, Inc.	
GNRL-02	<b>Product Name</b>	Online-SDS	
GNRL-03	<b>Product Description</b>	Web based software-as-a-service for managing safety data sheets to fulfill OSHA right to understand obligations.	
GNRL-04	<b>Web Link to Product Privacy Notice</b>	<a href="https://www.kha.com/privacy-policy/">https://www.kha.com/privacy-policy/</a>	
GNRL-05	<b>Vendor Contact Name</b>	Blaine Hilton	
GNRL-06	<b>Vendor Contact Title</b>	General Manager	
GNRL-07	<b>Vendor Contact Email</b>	b.hilton@kha.com	
GNRL-08	<b>Vendor Contact Phone Number</b>	219-852-2380	
GNRL-09	<b>Vendor Data Zone</b>	United States	
GNRL-10	<b>Institution Data Zone</b>	United States	
GNRL-11 and GNRL-12: populated by Institution's Security Office			
GNRL-11	<b>Campus Security Analyst/Engineer</b>	Institution's Security Analyst/Engineer Name	
GNRL-12	<b>Assessment Contact</b>	ticket@yourdomain.edu	
<b>Instructions</b>			
Step 1: Complete each section answering each set of questions in order from top to bottom; the built-in formatting logic relies on this order. Step 2: Submit the completed Higher Education Cloud Vendor Assessment Tool - Lite to the institution according to institutional procedures.			
<b>Documentation</b>	<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>
DOCU-01	Have you undergone a SSAE 16 audit?	No	As a small business we strive to meet the requirements set forth by the SSAE 16 standard, but do not have any active plans to pay for an expensive and time consuming audit process that distracts us from building and maintaining world class SDS management solutions for our clients.
DOCU-02	Have you completed the Cloud Security Alliance (CSA) self assessment or CAIQ?	No	If KHA is selected we will complete this self assessment if required.
DOCU-03	Have you received the Cloud Security Alliance STAP certification?	No	As a small business we strive to meet the requirements set forth by the Cloud Security Alliance STAR certification, but do not have any active plans to pay for an expensive and time consuming audit process that distracts us from building and maintaining world class SDS management solutions for our clients.
DOCU-04	Do you conform with a specific industry standard security framework? (e.g. NIST Cybersecurity Framework, ISO 27001, etc.)	Yes	Our information security system is modeled around the ISO 27001 framework. We do not have any independent assessments of this based on the cost and time requirements of such, but we work to conform with the intention of ISO 27001.
DOCU-05	Are you compliant with FISMA standards?	No	At this point in time we would pursue CSA STAR certification and 3rd party ISO 27001 auditing before pursuing FISMA certification due to the smaller pool of government clients we work with compared to our overall user base.
DOCU-06	Does your organization have a data privacy policy?	Yes	Yes, as part of our information security management system we maintain a data privacy policy.
DOCU-06			Provide your data privacy document (or a valid link to it) upon submission.
<b>Company Overview</b>	<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>
COMP-01	Describe your organization's business background and ownership structure, including all parent and subsidiary relationships.	KHA is a private corporation that does not have any parent or subsidiary relationships. The company has been passed down from father to son and continues to grow.	Include circumstances that may involve offshoring or multinational agreements.
COMP-02	Describe how long your organization has conducted business in this product area.	The company was founded in the 80s and was officially incorporated in 1997. We continue to provide the highest quality service and continue to refine and stay current with new technologies. When we started we provided SDS primarily via an automated fax back server before the Internet was in use. We continue to stay current with mobile app offerings and everything in between.	Include the number of years and in what capacity.
COMP-03	Do you have existing higher education customers?	Yes	KHA has the privilege to work with many higher education institutions. Some of these include the College of DuPage, Whitworth University, Johnson County Community College, and Lane Community College. Reference information can be found in Attachment A.
COMP-04	Have you had a significant breach in the last 5 years?	No	
COMP-05	Do you have a dedicated Information Security staff or office?	No	Being a small company we do not have the capability for staff to perform a single function such as this. As we continue to grow we continue to put resources into information security.
COMP-05			Describe any plans to create an Information Security Office for your organization.

## ATTACHMENT E Higher Education Cloud Assessment Tool (continued)

COMP-06	Do you have a dedicated Software and System Development team(s)? (e.g. Customer Support, Implementation, Product Management, etc.)	Yes	You will have a named point of contact as your project manager for implementation and then to continue in an account management role. Additionally we do have a development team that creates and maintains the solution as well as a management team that oversees product roadmap and direction. We have a client fulfillment team that handles data processing and a customer support team to handle client requests in a multi-modal fashion (phone / email / helpdesk / live chat)	Describe the structure and size of your Software and System Development teams. (e.g. Customer Support, Implementation, Product Management, etc.)
COMP-07	Use this area to share information about your environment that will assist those who are assessing your company data security program.		KHA maintains a strong security posture. It should be understood though that the documents that we are managing in our system, our public right-to-know documents that are legally required to be shared with people that can be impacted by chemical usage in your organization. OSHA has strong standards to make sure this information is freely accessible and not impeded. This has a direct impact on items such as passwords. By default our system is at a read-only basis open to anyone that knows the URL. This is because we are not dealing with credit cards or medical information, but information that can be critical and time sensitive for student and facility safety.	Share any details that would help information security analysts assess your product.
Application/Service Security		Vendor Answers	Additional Information	Guidance
HLAP-01	Do you support role-based access control (RBAC) for end-users?	Yes	We have a comprehensive permissions system that is configured as part of your account setup through consultation with the point of contact to ensure that it meets the needs of your organization.	Describe any infrastructure dependencies.
HLAP-02	Do you support role-based access control (RBAC) for system administrators?	Yes	We have a comprehensive permissions system that is configured as part of your account setup through consultation with the point of contact to ensure that it meets the needs of your organization.	Describe the utilized technology.
HLAP-03	Can employees access customer data remotely?	Yes	The system is web based and can be accessed anywhere a Internet connection is.	If available, submit documentation and/or web resources.
HLAP-04	Can you provide overall system and/or application architecture diagrams including a full description of the data communications architecture for all components of the system?	Yes	If additional information is needed please let us know.	Provide a reference to the requested documents or provide them when submitting this fully-populated HECVAT.
HLAP-05	Does the system provide data input validation and error messages?	Yes	Yes the system provides for error checking upon input and provides simple concise messaging on the screen when this occurs so that the user can correct it.	Provide a reference to documentation of your data input validation and error messaging capabilities.
HLAP-06	Do you employ a single-tenant environment?	No		
Authentication, Authorization, and Accounting		Vendor Answers	Additional Information	Guidance
HLAA-01	Can you enforce password/passphrase aging requirements?	Yes	Yes, but by default this is off. During the account setup phase any requirements can be reviewed and implemented through configuring the correct settings for your account.	Describe how aging requirements are implemented in the product.
HLAA-02	Does your web-based interface support authentication, including standards-based single-sign-on? (e.g. InCommon)	Yes	We can support this using industry standards such as OAuth 2.0, however because of the OSHA right-to-know data this is usually not desired nor required.	Describe or provide a reference to the supported types of authentication.
HLAA-03	Does your application support integration with other authentication and authorization systems? List which ones (such as Active Directory, Kerberos and what version) in additional info?	Yes	We can support this using industry standards such as OAuth 2.0 / SAML, however because of the OSHA right-to-know data this is usually not desired nor required.	Provide a brief description of supported authentication and authorization systems.
HLAA-04	Does the system (servers/infrastructure) support external authentication services (e.g. Active Directory, LDAP) in place of local authentication?	Yes	We can support this using industry standards such as OAuth 2.0 / SAML, however because of the OSHA right-to-know data this is usually not desired nor required.	Describe all authentication services supported by the system.
HLAA-05	Are audit logs available that include AT LEAST all of the following: login, logout, actions performed, and source IP address?	Yes	Yes login, logout, actions performed, and source IP address are logged.	Ensure that all elements of HLAA-05 are evaluated for your response. Provide a description of logging capabilities.
Business Continuity Plan		Vendor Answers	Additional Information	Guidance
HLBC-01	Do you have a documented Business Continuity Plan (BCP)?	Yes	KHA will share our Business Continuity Plan if required upon contract award or through further proposal evaluation.	Provide a copy of your BCP along with this document (link or attached).
HLBC-02	Is there a documented communication plan in your BCP for impacted clients?	Yes	We maintain a list of client email addresses in a separate, 3rd party system that would allow us to send out email communication in the event of a complete loss of our systems/communication systems. We also have communication tools built into our system to allow for communication regarding client impact.	Summarize your documented communication plan contained in your BCP.
HLBC-03	Are all components of the BCP reviewed at least annually and updated as needed to reflect change?	Yes	Yes, we review the document annually and perform testing to ensure that recover and restoration plans are functional.	Describe your BCP component review strategy.
HLBC-04	Does your organization conduct an annual test of relocating to an alternate site for business recovery purposes?	Yes	We have multiple offices that can be used for customer communication. We also have backup facilities on a separate cloud provider and we test those capabilities to switch between them.	State the date of your last alternate site relocation test.
Change Management		Vendor Answers	Additional Information	Guidance
HLCH-01	Do you have a documented and currently followed change management process (CMP)?	Yes	We have various CMP in place depending on the type of change. We have one for system administration type tasks for example and a differing process for software development / code review / deployment.	Summarize your current change management process.
HLCH-02	Will the institution be notified of major changes to your environment that could impact the institution's security posture?	Yes	In the event of any planned major changes we can notify clients. We have a mailing list for technical contacts to send out these types of notices. However we do not as a general rule of thumb make major changes, we usually work to implement things in an incremental way over a longer time period.	State how and when the institution will be notified of major changes to your environment.

## ATTACHMENT E

### Higher Education Cloud Assessment Tool

HLCH-03	Do you have policy and procedure, currently implemented, guiding how security risks are mitigated until patches can be applied?	Yes	As part of our policies and procedures there are some procedures related to this. For example many security advisories require direct control and we are able to mitigate these on a temporary / time-sensitive basis through firewall rules.	Summarize the policy and procedure(s) guiding risk mitigation practices before critical patches can be applied.
HLCH-04	Do procedures exist to provide that emergency changes are documented and authorized (including after the fact approval)?	Yes	In the event of time sensitive issues that affect security we have procedures in place to implement changes as fast as possible, while still being properly documented, tested, and approved.	Summarize implemented procedures ensuring that emergency changes are documented and authorized.
<b>Data</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>
HLDA-01	Do you physically and logically separate institution's data from that of other customers?	No	We do not physically separate institution data, however logically we do where it is appropriate. In our application though it is desirable for the primary safety.	Describe your plan to physically and logically separate institution's data from other customers.
HLDA-02	Is sensitive data encrypted in transport? (e.g. system-to-client)	Yes	We utilize standard TLS/SSL transfer. The system can be setup to require users access the site at the "https://" prefix.	Summarize your transport encryption strategy.
HLDA-03	Is sensitive data encrypted in storage (e.g. disk encryption, at-rest)?	Yes	Yes, we utilize Amazon Web Services tools to ensure that the database and server hard drives are encrypted.	Summarize your data encryption strategy.
HLDA-04	Do backups containing institution data ever leave the institution's Data Zone, either physically or via network routing?	Yes	We do not remove backup data from our offices in general, but we do need to obtain the backups from our cloud providers over a secure Internet connection.	Summarize why backups containing the institution's data leave the institution's data zone.
HLDA-05	Do you have a media handling process, that is documented and currently implemented, including end-of-life, repurposing, and data sanitization procedures?	Yes	As part of our policies and procedures there are some procedures related to this. For example backups are kept in a locked area of the office and not transported out of the office.	Provide details of these procedures (link or attached).
HLDA-06	Is any institution data visible in system administration modules/tools?	Yes	Only information that is needed for account management is visible. For example passwords are hashed so we do not see those, but we do see SDS data in order to update the documents as part of our online system.	Summarize why the institution's data is visible in system administration modules/tools.
<b>Database</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>
HLDB-01	Does the database support encryption of specified data elements in storage?	Yes	Yes, we encrypt the entire database though.	Describe the type of encryption that is supported.
HLDB-02	Do you currently use encryption in your database(s)?	Yes	Yes we use encryption for the database using Amazon Web Services tools.	Describe how encryption is leveraged in your database(s).
<b>Datacenter</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>
HLDC-01	Will any institution data leave the institution's Data Zone?	Yes	Data is exchanged between our cloud providers and our offices through secure encrypted channels.	Summarize the strategy for removing institution's data from its Data Zone.
HLDC-02	Does your company own the physical data center where the institution's data will reside?	No	We utilize cloud services from Amazon Web Services as our primary provider and Rackspace Cloud as our backup provider. Both of these organizations are based in the United States and the data is maintained in the United States. We do utilize services that enable the site to load faster and documents to download quicker by caching data using services like AWS Cloudfront that may pull data around the globe. This isn't so relevant if all system usage is from the United States.	Provide a detailed description of where the institution's data will reside.
HLDC-03	Does the hosting provider have a SOC 2 Type 2 report available?	Yes	We utilize cloud services from Amazon Web Services as our primary provider and Rackspace Cloud as our backup provider. Both of these organizations have SOC 2 Type 2 reports available if required.	Obtain the report if possible and add it to your submission.
HLDC-04	Does the physical barrier fully enclose the physical space preventing unauthorized physical contact with any of your devices?	Yes	We utilize cloud infrastructure providers that provide this protection.	Describe your physical barrier strategy.
<b>Disaster Recovery Plan</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>
HLDR-01	Do you have a Disaster Recovery Plan (DRP)?	Yes	We have a comprehensive disaster recovery plan that evaluates risks of various situations and strategies to restore from all forms of failure.	Describe or provide a reference to your Disaster Recovery Plan (DRP).
HLDR-02	Are any disaster recovery locations outside the institution's Data Zone?	No	We maintain multiple physical offices in the United States that can be restored to each other, as well as redundant cloud providers.	
HLDR-03	Are all components of the DRP reviewed at least annually and updated as needed to reflect change?	Yes	Yes, it is reviewed annually, but additionally as part of our change management procedures we determine if other changes will impact the DRP and if so update it then.	Summarize your DRP review and update processes and/or procedures.
<b>Firewalls, IDS, IPS, and Networking</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>
HLFI-01	Are you utilizing a web application firewall (WAF) and/or a stateful packet inspection (SPI) firewall?	Yes	Depending on what area of the system is in use we may use Apache ModSecurity. We may also use AWS WAF. For some areas that a WAF may not have desirable results we mitigate threats using firewall rules, throttling, and log anomaly detection.	Describe the currently implemented WAF.
HLFI-02	Do you have a documented policy for firewall change requests?	Yes	As part of our change management policies and procedures they address firewall changes and associated testing and review requirements.	Describe your documented firewall change request policy.
HLFI-03	Are you employing any next-generation persistent threat (NGPT) monitoring?	Yes	Depending on what area of the system and internal offices or the cloud providers we use various forms of threat monitoring.	Describe your NGPT monitoring strategy.
HLFI-04	Do you monitor for intrusions on a 24x7x365 basis?	Yes	We utilize various methods of monitoring for intrusions on a continuous basis such as log anomaly detection and related alerting.	Provide a brief summary of this activity.
<b>Physical Security</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>
HLPH-01	Does your organization have physical security controls and policies in place?	Yes	We have physical controls and policies in place at our offices. For our cloud providers we depend on their own controls and policies. This document is part of our overall Information Security Policy.	Provide a copy of your physical security controls and policies along with this document (link or attached).
HLPH-02	Are employees allowed to take home customer data in any form?	No	In the context of our service offering of public safety documents certain employees may utilize this information at home, but we do not maintain nor keep sensitive information such as credit card information in this fashion.	
<b>Policies, Procedures, and Processes</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>

## ATTACHMENT E Higher Education Cloud Assessment Tool

HLPP-01	Can you share the organization chart, mission statement, and policies for your information security unit?	Yes	We are a small company and our staff fulfil multiple functional roles. However even as a small company we maintain an overall organization chart even though multiple functional roles are shared by the employees.	Provide a links to these documents in Additional Information or attach them with your submission.
HLPP-02	Are information security principles designed into the product lifecycle?	Yes	Yes, as part of change management process and software development policies we incorporate security principles into the entire product lifecycle.	Summarize the information security principles designed into the product lifecycle.
HLPP-03	Do you have a formal incident response plan?	Yes	Yes, we have a formal incident response plan as part of our overall Information Security Policy. This outlines what steps are taken to save intrusion information, alert the proper authorities and/or insurance companies if needed and to implement client notification procedures as well as backup.	Summarize your formal incident response plan.
HLPP-04	Do you have a documented information security policy?	Yes	Yes we have a comprehensive information security management system (policy) that was designed around the security framework of ISO 27001.	Provide a reference to your information security policy or submit documentation with this fully-populated HECVAT-Lite.
<b>Systems Management &amp; Configuration</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>
HLSY-01	Are systems that support this service managed via a separate management network?	Yes	There are multiple parts of our system infrastructure, but in general public facing servers are connected to a bastion host for service management.	Provide a brief description of how this is implemented.
HLSY-02	Do you have a systems management and configuration strategy that encompasses servers, appliances, and mobile devices (company and employee owned)?	Yes	Yes, we utilize various strategies depending on if it is a public facing service, or internal devices.	Summarize your systems management and configuration strategy.
<b>Vulnerability Scanning</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>
HLVU-01	Have your systems and applications had a third party security assessment completed in the last year?	Yes	Yes, we utilize various third party security assessments. Including vulnerability scans by TinFoil Security on a monthly basis.	Provide a link or attach a document (link or attached), if possible. State the date of the last completed third party.
HLVU-02	Are your systems and applications scanned for vulnerabilities [that are remediated] prior to new releases?	Yes	As part of our software development process and deployment we run vulnerability scans on new or modified areas of code.	Provide a brief description.

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## ATTACHMENT F Reporting Listing

### **Cross Reference Reports Federal Reports**

#### 1910.119 App A - List of Highly Hazardous Chemicals, Toxics and Reactives

When this report is generated from your KHA-SDS system, the chemicals in your inventory are cross-referenced with OSHA's Process Safety Management (PSM) Standard List of Highly Hazardous Chemicals, Toxics and Reactives. This report generates a list of chemicals in your inventory that present a potential for a catastrophic event at or above the threshold quantity (measured in pounds).

#### Clean Air Act (CAA) Accidental Release Prevention Substances 112(r)

This report cross-references your chemical inventory with the EPA's list of regulated substances and the threshold quantities. This is required for owners and operators of a facility (stationary source) that manufactures, uses, stores, or otherwise handles more than a threshold quantity of a listed regulated substances in a process.

#### Clean Air Act (CAA) Hazardous Air Pollutants (HAPS)

Hazardous air pollutants are those known to cause cancer and other serious health impacts. The Clean Air Act requires the EPA to regulate toxic air pollutants, also known as air toxics, from categories of industrial facilities. This report cross-references your chemical inventory with EPA sources to show your facility's impact with regard to HAPS.

#### Clean Air Act (CAA) Ozone Depleting Chemicals

The U.S. Congress amended the CAA with Title VI, with provisions for protecting the ozone layer. The amendments required the EPA to develop and implement regulations for managing ozone-depleting substances (ODS) in the United States. This report cross-references the chemicals in your inventory with a list of the EPA's list of ODS to provide you with data regarding your facility's chemical impact on ozone depletion.

#### CAA Synthetic Organic Chemical Manufacturing Industry (SOCMI) Chemicals

The organic chemical manufacturing industry is subject to numerous Federal regulations that have been enacted to protect human health and the environment. Industrial facilities are responsible for understanding and complying with these requirements. This report cross-references the chemicals in your inventory to provide you with data regarding specific ingredient percentages of SOCs contained within products that your facility uses.

#### CERCLA

Releases of CERCLA hazardous substances, in quantities equal to or greater than their reportable quantity (RQ), are subject to reporting to the National Response Center under CERCLA. This report generates information for your facility's CERCLA hazardous substances that include ingredient percentages and reportable quantities for each chemical along with manufacturer information.

## ATTACHMENT F Reporting Listing (continued)

### Cross Reference Reports Federal Reports

#### Clean Water Act Hazardous Substances

The Clean Water Act (CWA) establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters. The EPA, under the CWA, has implemented pollution control programs such as setting wastewater standards for industry. They have also set water quality standards for all contaminants in surface waters. This report provides information as to your facility's chemical inventory in relation to CWA. Information in this report includes the chemical name and its associated ingredient percentage along with the reportable quantities for each chemical.

#### Clean Water Act Priority Pollutants

Priority Pollutants refer to a list of 126 specific pollutants that includes heavy metals and specific organic chemicals. The priority pollutants are a subset of "toxic pollutants" as defined in the Clean Water Act (CWA). This report provides information as to your facility's products that contain priority pollutants including the ingredient percentage and manufacturer information for each chemical.

#### Department of Homeland Security Appendix A

The Department of Homeland Security (DHS) regulates security at facilities that have certain chemicals and that DHS considers high-risk under the Chemical Facility Anti-Terrorism Standards (CFATS) program (6 CFR Part 27). The CFATS program ensures high-risk facilities have security measures in place to reduce the risks associated with chemicals of interest (COI). Keeping chemicals out of the hands of those who would use them to do harm is a responsibility the Department shares with facility owners and operators, employees, and emergency responders.

#### EPA Proposed Tier 1 screening Endocrine Disruptor Screening Program (EDSP)

The Endocrine Disruptor Screening Program (EDSP) uses a two-tiered approach to screen pesticides, chemicals, and environmental contaminants for their potential effect on estrogen, androgen and thyroid hormone systems. Tier 1 screening data is used to identify substances that have the potential to interact with the endocrine system. Chemicals that go through Tier 1 screening and are found to exhibit the potential to interact with hormone systems will proceed to Tier 2 for testing.

#### SARA Extremely Hazardous Substances

The Superfund Amendments and Reauthorization Act amended the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) on October 17, 1986. The Superfund Amendments and Reauthorization Act of 1986 (SARA) reflected EPA's experience in administering the complex Superfund program during its first six years and made several important changes and additions to the program. This report cross references your chemical inventory against the EPA's list of extremely hazardous substances. This generates information pertaining to the specific product that contains the EHS, the manufacturer of the product, ingredient percentages, threshold planning quantities (TPQ), and reportable quantities (RQ) for each chemical.

#### Toxic Substances Control Act

Section 8 (b) of the Toxic Substances Control Act (TSCA) requires EPA to compile, keep current and publish a list of each chemical substance that is manufactured or processed, including imports, in the United States for uses under TSCA. Also called the "TSCA Inventory" or simply "the Inventory," it plays a central role in the regulation of most industrial chemicals in the United States.

ATTACHMENT F  
**Reporting Listing (continued)**

**Cross Reference Reports  
State Reports**

CA Hazardous Chemicals

California has defined a List of Hazardous Substances prepared by the Director pursuant to Labor Code Section 6380. The substances on the list are subject to the provisions of Labor Code Sections 6360 through 6399.7 and Section 5194 in Title 8 of the California Code of Regulations. This report cross references your chemical inventory with California's List of Hazardous Substances to provide you information including the chemical name, the product your facility uses with the specific chemicals, manufacturer of each product, ingredient percentages, source, and footnotes.

CA Proposition 65

Proposition 65, officially known as the Safe Drinking Water and Toxic Enforcement Act of 1986, was enacted as a ballot initiative in November 1986. The proposition protects the state's drinking water sources from being contaminated with chemicals known to cause cancer, birth defects or other reproductive harm and requires businesses to inform Californians about exposures to such chemicals. This report cross references your chemical inventory with California's list of chemicals known to cause cancer or reproductive toxicity.

Minnesota Department of Health (MDH) Chemicals of High Concern (Toxic Free Kids Act)

During the 2009 legislative session, the Toxic Free Kids Act ( Minn. Stat. 2010 116.9401 – 116.9407 ), was passed and signed into law by the governor. This legislation requires the Minnesota Department of Health (MDH) to create two lists of chemicals: one list called "Chemicals of High Concern" and one called "Priority Chemicals." Through the Toxic Free Kids (TFK) program, MDH is working to identify and communicate the potential for hazardous chemical exposures which could be harmful to human health, particularly to vulnerable or susceptible populations, such as children and pregnant women. This report will cross reference your chemical inventory to give you information about your inventory in relation to the Toxic Free Kids Act.

New Jersey State RTK Hazardous Substance List

The New Jersey Worker and Community Right to Know Act requires public and private employers to provide information about hazardous substances at their workplaces. Harmful substances may be present at your workplace and at other workplaces in your community or may be released into the environment. They may also be carried home to your family on work clothes. As a public employee, you can obtain information about hazardous substances from documents in your workplace's Right to Know (RTK) central file. This report cross references your chemical inventory to give you information in relation to New Jersey's RTK.

New York State List of Hazardous Substances

The State of New York requires employers to provide information you need to work safely. Harmful substances may be present at your workplace and at other workplaces in your community, or may be released into the environment. They may also be carried home to your family on work clothes. As a public employee, you can obtain information about hazardous substances from documents in your workplace's Right to Know (RTK) central file. This report cross references your chemical inventory to give you information in relation to New York State RTK.

ATTACHMENT F  
**Reporting Listing (continued)**

**Cross Reference Reports**  
**State Reports**

PA Hazardous Substance List

The State of Pennsylvania requires employers to provide information you need to work safely. Harmful substances may be present at your workplace and at other workplaces in your community, or may be released into the environment. They may also be carried home to your family on work clothes. As a public employee, you can obtain information about hazardous substances from documents in your workplace's Right to Know (RTK) central file. This report cross references your chemical inventory to give you information in relation to Pennsylvania RTK.

**Cross Reference Reports**  
**Local Reports**

City of Philadelphia Air Management Regulation

We all deserve clean air to breathe, and to be free from noise, smoke and other nuisances. As the local air pollution control agency, Air Management Services monitors air pollutants and enforces city, state and federal air quality standards. This report cross references your chemical inventory to give you information in relation to Pennsylvania Right to Know.

NYC Community Right to Know

The Community Right-to-Know Law [Local Law 26 of 1988], requires the City to effectively regulate the storage, use, and handling of hazardous substances. As part of the law, DEP oversees the use and storage of hazardous substances that pose a threat to public health and environment in the city through its Right-to-Know (RTK) Program. This report cross references your chemical inventory to give you information in relation to New York City's RTK.

**Cross Reference Reports**  
**Other Countries**

Canada DSL/NDSL

Before you export any substance (on its own or in a mixture) to Canada, it is crucial that you determine whether the substance to be exported to Canada is listed on the Domestic Substance List (DSL) or on the Non-domestic Substances List (NDSL). Substances that are not listed on DSL will be regarded as new substances and need to be notified. Please be noted that small volume of new substances is exempt from new substance notification in Canada unless their quantities have reached volume trigger.

Canada NPRI Substance List

The National Pollutant Release Inventory (NPRI) provides Canadians with facility-specific information regarding the release (to air, water, and land), disposal and recycling of more than 300 substances. These include substances that meet the criteria under section 64 of the Canadian Environment Protection Act, 1999 (CEPA 1999) (i.e. toxic substances), pollutants that contribute to smog, poor air quality and acid rain (i.e. air pollutants), and other substances of concern. As specified in an annual Notice in the Canada Gazette, industrial and commercial facilities that meet the NPRI reporting criteria must report to Environment Canada. The information is then made available to Canadians.

## ATTACHMENT F Reporting Listing (continued)

### **Cross Reference Reports Non-Governmental Reports**

#### Carcinogens (OSHA, IARC, NTP Right-to-Know)

Many workers are unaware of the potential hazards in their work environment, which makes them more vulnerable to injury. In accordance with the Occupational Safety and Health Administration, the International Agency for Research on Cancer and the National Toxicology Program, this report compiles information regarding your chemical inventory in relation to the levels of carcinogens found in each chemical.

#### REACH Substance of Very High Concern

A Substance of Very High Concern (SVHC) is a chemical substance (or part of a group of chemical substances) for which it has been proposed that the use within the European Union (EU) be subject to authorization under the REACH Regulation.

#### RoHS

RoHS stands for Restriction of Hazardous Substances, and impacts the entire electronics industry and many electrical products as well. The original RoHS, also known as Directive 2002/95/EC, originated in the European Union in 2002 and restricts the use of six hazardous materials found in electrical and electronic products. All applicable products in the EU market since July 1, 2006 must pass RoHS compliance.

### **Index Reports**

#### Active SDS Not Associated with any Binder

This report will generate a complete list of safety data sheets that are active in your system and are not associated with a specific binder within the system. Included in this report are references to the SDS ID, product name and manufacturer.

#### Active SDS Not Present Below Selected Binder

This report will generate a complete list of safety data sheets that are active in your system and are not associated with a specific binder within the system. Included in this report are references to the SDS ID.

#### Binder Level Overrides

This report generates a complete list of safety data sheets as they are related to the binder structure within your system. Sometimes a chemical is listed at the individual binder level differently from the master binder level. This report will show those overrides for the entire system.

#### Binder Listing

This report generates a complete list of all binders within your system. This report will also provide information as to how many SDS are in each binder.

#### Chemical Listing by Binder

This report will generate a complete list of safety data sheets as they are related to the binder structure within your system. Included in this report are references to the binder name, SDS ID, product name and manufacturer.

ATTACHMENT F  
**Reporting Listing (continued)**

**Index Reports  
(continued)**

Chemical Listing by Chemical Abstract Service Registry Number (CAS#)

This report generates a complete list of your chemical inventory and sorted by the corresponding CAS#. Included in this report are references to CAS#, chemical name, manufacturer name, product name and SDS ID.

Chemical Listing by Chemical Name

This report generates a complete list of your chemical inventory and sorts it by chemical name.

Chemical Listing by SDS ID#

This report generates a complete list of your chemical inventory and sorts it by SDS ID.

Client Level Overrides

This report generates a complete list of your chemical inventory to show client overrides as related to manufacturer name, product name and synonyms.

Manufacturer Count

This report generates a complete list of your chemical inventory to show how many chemicals in your inventory is associated with each manufacturer. This report will show exactly how many chemicals are present in your inventory for each manufacturer.

Obsolete but Active

This report generates a complete list of your chemical inventory to show the SDS in your inventory that are still active but are obsolete. Included in this report are references to the manufacturer, product name, product code, obsolete date and the reason why it is obsolete.

Physical Properties

This report generates a complete list of your chemical inventory to show the physical properties of each chemical. Included in this report are references to product name, manufacturer, pH levels, specific gravity, flash point and flash point systems.

Primary Index

This report generates a complete index list of your chemical inventory. Included in this report are references to product name, product code, manufacturer, SDS ID and revision date.

Product Physical Address

This report generates a complete list of your chemical inventory to show the physical address for the manufacturer for each chemical.

Rev Check Status / Validation Report

This report generates a complete list of your chemical inventory to show revision statuses for each chemical. Included in this report are references to SDS ID, product name, manufacturer, revision date and reviewed dates.

## ATTACHMENT F Reporting Listing (continued)

### **Index Reports (continued)**

#### SDS Inventory and Revision History

This report generates a complete list of your chemical inventory to show a history of revision dates for each chemical. Included in this report are references to SDS ID, product name, product code, manufacturer, part# and revision dates.

#### SDS Removed from Selected Binder

This report generates a complete list of your chemical inventory to show specific safety data sheets that were removed from specific binders in your system. Included in this report are references to SDS ID, binder name, manufacturer, product name, the name of the person who removed the SDS and the date the SDS was removed.

#### WHMIS Revision Date Greater than 3 Years from Today

This report generates a complete list of your chemical inventory to show a history of revisions that date to more than three years in the past. Included in this report are references to SDS ID, product name, product code, language code, manufacturer and revision date.

### **System Reports**

#### Admin User Activity Report - Detailed

This report generates a complete list of user activity on your system. Included in this report are references to the name and email address of the person accessing the system, the number of logins for each person, the latest login date, password age, user type and binders accessed.

#### Admin User Activity Report - Simple

This report generates a list of user activity on your system. Included in this report are references to the name, email address and last login date for each user.

#### Help Desk Request Report

This report generates a list of Help Desk requests in your system. Included in this report are references to the Help Desk Request ID, the name and email of the requestor, SDS ID and the date the SDS was changed.

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## ATTACHMENT G Sample Report

### EPCRA (Also known as SARA) Section 311/312 (Tier II)

#	CAS #	Chemical Name	RRS TPO	EHS RQ	NFPA React	Ing %	SDS ID	Manufacturer	Product Name	Product Code
1	7664-93-9	Sulfuric acid (aerosol forms only)	1,000	1,000	N/A	10 - 15	100377	EaglePicher Technologies, Limited Liability Company	Carefree and HE Valve Regulated Sealed Lead Acid Batteries	CF, CFR, HE series
2	7664-93-9	Sulfuric acid (aerosol forms only)	1,000	1,000	N/A	90-98	100348	Fisher Scientific	Sulfuric Acid (Certified ACS Plus)	A300-212; A300-225LB; A300-500; A300-612GAL; A300-700LB; A300C212; A300C212EA; A300P500; A300S212; A300S212EA; A300S500; A300SI212
3	7664-93-9	Sulfuric acid (aerosol forms only)	1,000	1,000	N/A	50 - 60	100341	Hach Company	High Range Plus COD Reagent 200-15,000 mg/L	2415925
4	28772-56-7	Bromadiolone	100/10,000	100	0	0.005	100329	Bell Laboratories, Incorporated	CONTRAC RAT & MOUSE BAIT	
5	7664-41-7	Ammonia	500	100	N/A	< 0.2	100312	Kelly-Moore Paint Co., Incorporated	1007 Premium Professional Interior Low Sheen Enamel Paint (-121, -222, -333, -555)	
6	7647-01-0	Hydrogen chloride (anhydrous)	500	5,000	N/A	10-36.9	100055	Jones-Hamilton Company	Hydrochloric Acid Solution	HCLCUN01
7	100-41-4	ETHYLBENZENE	N/A	N/A	N/A	1.3	100332	Rust-Oleum Corporation	EPOXY 5-GL 9100 ACTIVATOR	9101300
8	100-41-4	Benzene, ethyl-	N/A	N/A	N/A	1.0 - 10	100054	International Paint	INTERSEAL 670HS WHITE PART A	EGA010
9	100-41-4	ETHYLBENZENE	N/A	N/A	N/A	<1	100416	SHERWIN-WILLIAMS COMPANY	Industrial Wash Primer Green	P60G2
10	100-41-4	ETHYLBENZENE	N/A	N/A	N/A	<1	100295	Krylon Products Group	KRYLON ColorMaster with Covermax Technology Paint + Primer Gloss True Blue	51910
11	100-41-4	ETHYLBENZENE	N/A	N/A	N/A	<1	100072	Krylon Products Group	KRYLON OSHA Colors Safety Yellow	1813
12	100-41-4	ETHYLBENZENE	N/A	N/A	N/A	<1	100372	Ace Hardware Corporation	ACE RUST STOP Protective Enamel Indoor/Outdoor White Gloss	17070
13	100-41-4	ETHYLBENZENE	N/A	N/A	N/A	0.3	100381	Axalta Coating Systems, Limited Liability Company	Fast Dry Black	2414-0001
14	100-41-4	ETHYLBENZENE	N/A	N/A	N/A	<1	100360	SHERWIN-WILLIAMS COMPANY	OPEX L61 Production Lacquer Gloss Black	L61B21
15	100-41-4	ETHYLBENZENE	N/A	N/A	N/A	0.2	100296	Ace Hardware Corporation	ACE Upside-Down Marking Paint (Solvent Based) Safety Red	1017557
16	100-41-4	ETHYLBENZENE	N/A	N/A	N/A	0.1-1	100444	Proscoco, Incorporated	Sure Klean Fast Acting Stripper	20051

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Page 1 of 55

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ATTACHMENT H  
Secondary Container Labeling Info Sheet



## CHEMICAL CONTAINER / WORKPLACE LABELING

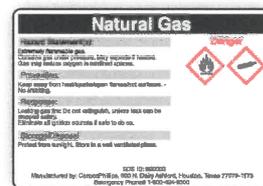
Your Online-SDS™ system supplements your HazCom compliance efforts. You and your staff can generate prepopulated chemical container labels in observance of various hazard communication systems (e.g. GHS, NFPA, HMIS) to assist in making workers aware of the chemical's hazards.

- Labels print as 8.5 x 11 inch letter-size sheets that are segmented for various container sizes (see left-most column in matrix below).
- KHA has identified the vendors listed below as label stock providers that offer solutions compatible with the secondary labels your Online-SDS™ system generates.
- Durable label stock better resists the wear and tear of industrial environments and stands up to weather (durable stocks are noted with a **D**).

VENDORS (IN LIGHT BLUE BELOW):

INDIVIDUAL LABEL SIZE	Avery	Sheet Labels	Brady
8.5 X 11 in. 7 X 10 in. <sup>2</sup> creates 1 label/sheet	5265 <b>L</b>	SL111VS <b>L</b> SL111VSXW <b>D</b>	12902 <b>L</b> <b>D</b>
3.5 X 5 in. creates 4 labels/sheet	5168 <b>L</b>	SL145 <b>L</b> SL145XW <b>D</b>	12900 <b>L</b> <b>D</b>
3 1/3 X 4 in. creates 6 labels/sheet	8164 <b>I</b>	SL103 <b>L</b> SL103XW <b>D</b>	N/A
8.5 X 14 in. creates 1 label/sheet	60508 <b>L</b> <b>D</b>	SL8111 <b>L</b> SL8111XW <b>D</b>	N/A
4-3/4 X 7-3/4 in. creates 2 labels/sheet	60502 <b>L</b> <b>D</b>	N/A	N/A
4 X 4 in. creates 4 labels/sheet	60504 <b>L</b> <b>D</b>	N/A	N/A
	Visit <a href="http://www.avery.com">www.avery.com</a> confirm the listed product code above or call (800) 462-8379	Visit <a href="http://www.sheet-labels.com">www.sheet-labels.com</a> confirm the listed product code above or call (888) 382-2502	Visit <a href="http://www.bradyid.com">www.bradyid.com</a> confirm the listed product code above or call (888) 250-3082

*Labels can be generated in your Online-SDS™ system's At-A-Glance window by clicking the green "Print Label" button.*



- I** - indicates compatible with ink jet printers
- L** - indicates compatible with laser printers
- D** - indicates durable label stock



Revised 20180927



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ATTACHMENT I  
Sample Secondary Container Label

3M Brand Super Trim Adhesive, PN 08090

**Hazard Statement:**

H222: Extremely flammable aerosols, H280: Contains gas under pressure; may explode if heated, H320: Causes eye irritation, H336: May cause drowsiness or dizziness, H360: May damage fertility or the unborn child, H372: Causes damage to organs through prolonged or repeated exposure, Not Present: May displace oxygen and cause rapid suffocation.

**Prevention:**

P102: Keep out of reach of children. P201: Obtain special instructions before use. P202: Do not handle until all safety precautions have been read and understood. P210: Keep away from heat/sparks/open flames/hot surfaces - No smoking. P211: Do not spray on an open flame or other ignition source. P251: Pressurized container - Do not pierce or burn, even after use. P260: Do not breathe dust/fume/gas/mist/vapours/spray. P264: Wash ... thoroughly after handling. P270: Do not eat, drink or smoke when using this product. P271: Use only outdoors or in a well-ventilated area. P280: Wear protective gloves/protective clothing/eye protection/face protection

**Response:**

P304+340: IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. P305+351+338: IF IN EYES: Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do - continue rinsing. P312: Call a POISON CENTER or doctor/physician if you feel unwell. P337+313: IF EYE IRRITATION PERSISTS: Get medical advice/attention

**Storage / Disposal:**

P403+233: Store in a well ventilated place. Keep container tightly closed. P405: Store locked up. P410+412: Protect from sunlight. Do not expose to temperatures exceeding 50 °C/122 °F. P501: Dispose of contents/container ...

Danger



SDS #100382

Manufactured by: 3M, 3M Center, St. Paul, MN, 55144-1000, USA  
Emergency Phone# 1-800-364-3577



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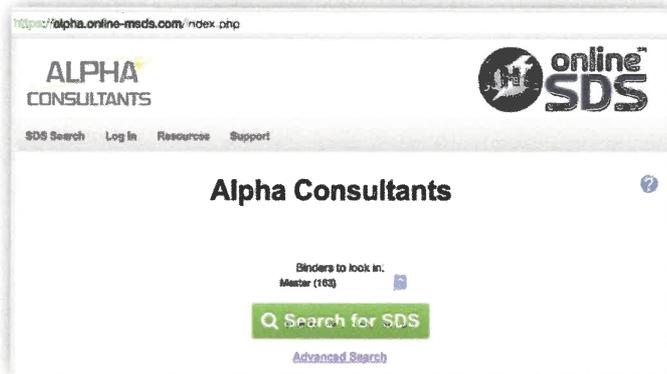


ATTACHMENT J  
Find SDS Fast Poster



# FIND SDS FAST

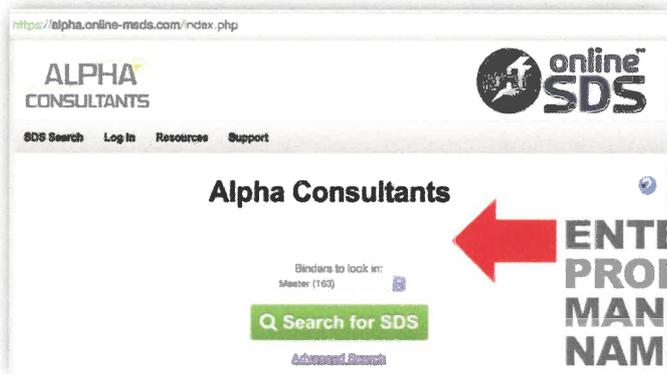
1



VISIT:

**ALPHA.ONLINE-MSDS.COM**

2



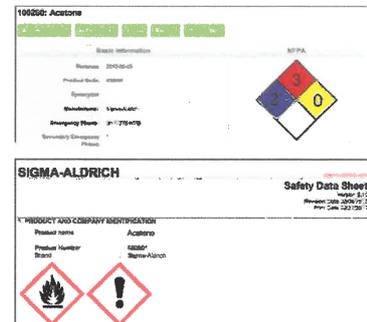
**ENTER A  
PRODUCT OR  
MANUFACTURER  
NAME**

3

**SELECT AN MSDS/SDS BY CLICKING  
THE .PDF ICON OR PRODUCT NAME**

MSDS ID	Queue	PDF	Product Name	Manufacturer	Revision
100249	Add		99196 Plastic Tank Repair Kit (Kerosene)	Permatex, Inc.	2004-02-10
100221	Add		99191 Fuel Tank Repair Kit (Gasoline)	Permatex, Inc.	2001-04-18
100222	Add		1112 COOL-TEC 2 (Cooling System Inhibitor)	PENRAY COMPANY	1998-11-07
100030	Add		1132 New-Stabil Fuel Conditioner - Stabilizer	GOLD EAGLE COMPANY	2003-07-17
100070	Add		1200A Belt Dressing & Conditioner 12oz AE	Permatex, Inc.	2004-01-30
100109	Add		1232 Cool-Pro (Cooling System Cleaner)	PENRAY COMPANY	1998-11-10
100215	Add		127MA DISC BRAKE QUIET 9oz. AE	Permatex, Inc.	2002-11-01

**VIEW ENTIRE  
MSDS/SDS OR  
AT-A-GLANCE**





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ATTACHMENT K  
Bookmark your system's home page

PAGE 1 – APPLE  
PAGE 2 – ANDROID



## HOW TO BOOKMARK SDS SYSTEM ON YOUR APPLE MOBILE DEVICES' PRIMARY DISPLAY

Fig.1



**NAVIGATE TO YOUR ONLINE-SDS SYSTEM USING YOUR PHONE'S INTERNET BROWSER (FIG.1):**

**ALPHA.ONLINE-MSDS.COM**

**TAP YOUR FORWARD BUTTON (FIG.1)**

Fig.2A



**TAP "ADD TO HOME SCREEN" (FIG.2A)**

Fig.2B



**YOUR APPLE DEVICE MENU WILL APPEAR AS DETAILED LEFT IF RUNNING IOS6.**

**TAP "ADD TO HOME SCREEN" (FIG.2B)**

**CONT. NEXT PAGE**



Attachment K  
Bookmark your system's home page (continued)



**TITLE THE ICON THAT WILL APPEAR ON YOUR DEVICE'S PRIMARY DISPLAY BY TYPING, "ONLINE-SDS" (FIG.3)**

**YOU CAN NOW ACCESS YOUR ONLINE-SDS SYSTEM FROM YOUR APPLE MOBILE DEVICE WITH A SINGLE TAP (FIG.4)**



## HOW-TO ADD APP/BOOKMARK TO ANDROID DEVICE HOME SCREEN

**Navigate to your Online-SDS system using your device's Internet browser**

- **Tap bookmark button (to create a bookmark for the site)**
  - **Tap add**
  - **Name the shortcut "Online-SDS"**
- **Tap your device's primary menu.**
  - **Tap add**
  - **Tap shortcuts**
  - **Tap bookmark**
  - **Select the "Online-SDS" that you previously created**

**You can now one-tap access your Online-SDS system**



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Attachment L  
Government Account Experience and Qualification Listing



**Experience and Qualifications**

A sample of local government entities using KHA's Online-SDS™ system are listed below. Bolded organizations represent high-profile projects and/or organizations that transitioned to Online-SDS™ from competitors:

- Alameda County, CA General Services Agency and Public Works Agency
- City of Bastrop, TX
- City of Brisbane, CA
- City of Campbell, CA
- **City of Erie, PA - Came from competitor (MSDSonline, now VelocityEHS)**
- City of Fairfield, CA
- **City of Hillsboro, OR - Came from competitor (IHS DolphinRTK, now Sphera)**
- **City of Houston, TX**
- **City of Moreno Valley, CA - Came from competitor (MSDSonline, now VelocityEHS)**
- City of Oakland, CA (administrative operations only)
- **City of Phoenix, AZ - Awarded second 5-year contract over MSDSonline, now VelocityEHS**
- City of San Leandro, CA
- City of Sunnyvale, CA
- Comal County, Texas
- **Dallas Area Rapid Transit - Came from competitor (IHS DolphinRTK, now Sphera)**
- Delta Diablo Sanitary District (California)
- Dublin-San Ramon Services District (California)
- Duchesne County, UT
- Houston Metro
- **Indiana State Department of Health - Came from competitor (MSDSonline, now VelocityEHS)**
- Jamestown, NY Board of Public Utilities
- Kerrville Public Utility, Kerrville, TX
- **Lake County, IL - (Discontinued MSDSonline before seeking new vendor)**
- Las Gallinas Valley Sanitary District (California)
- Matanuska-Susitna Borough, AK
- McKinney Avenue Transit Authority
- **New York City Health and Hospitals Network**
- **New York City Housing Authority**
- **Oregon Metro (Portland, OR)**
- **Orlando Utilities Commission**
- Passaic Valley Sewerage Commission (New Jersey)
- **Pima County, Arizona - Came from competitor (3E Company). Awarded second 5-year contract over MSDSonline, now VelocityEHS**
- Port Authority of New York and New Jersey World Trade Center Operations
- South Jersey Transportation Authority (New Jersey)
- Stark Metropolitan Housing Authority (Stark County OH)
- **State of Maine Department of Transportation - Came from competitor (MSDSonline, now VelocityEHS)**
- Town of Fairfield, CT
- Yuba City, CA Public Works and Utilities



Powering safer workplaces since 1985





Attachment M  
Insurance Confirmation Letter



March 12, 2019

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

RE: Kelleher Helmrich & Associates, Inc.  
RFP CMJ-1039

Ms. Johnson,

This letter is to confirm that Kelleher Helmrich & Associates, Inc. maintains insurance in compliance with the insured requesting specified in RFP CMJ-1039.

Please contact us if you have any questions or would like additional information.

Thank you.

Very truly yours,

A handwritten signature in cursive script that reads 'Ross W MacLennan'.

Ross W MacLennan CPCU

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**Attachment N  
Certificate of Insurance (continued)**

- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
  - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (3) To any lessor of equipment:
    - (a) After the equipment lease expires; or
    - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.
  - (4) To any:
    - (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
    - (b) Managers or lessors of premises if:
      - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
      - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
  - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.  
This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.
- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

- e. All other insuring agreements, exclusions, and conditions of the policy apply.

**2. Additional Insured - Broad Form Vendors**

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

**Additional Insured - Broad Form Vendors**

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
  - (1) Only applies to the extent permitted by law;
  - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
  - (3) Will not be broader than coverage provided to any other insured; and
  - (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:  
The insurance afforded to the vendor does not apply to:
  - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
  - (2) Any express warranty unauthorized by you;

Attachment N  
Certificate of Insurance (continued)



- (3) Any physical or chemical change in the product made intentionally by the vendor;
  - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
  - (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
  - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
    - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  - (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
  - (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:
- The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:
- 1. Required by the contract or agreement described in Paragraph a.; or
  - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
- 3. Alienated Premises**
- SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph (2)** is replaced by the following:
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.
- 4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**
- a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property**:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.
  - b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:
    - 1. "Customers goods" means property of your customer on your premises for the purpose of being:
      - a. Worked on; or
      - b. Used in your manufacturing process.
  - c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.
- 5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics**
- SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 2.a.(1)(d) does not apply to a nurse,

Attachment N  
Certificate of Insurance (continued)

emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

**6. Personal Injury - Broad Form**

a. **SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury"**, paragraph e. is deleted.

b. **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14.** "Personal and advertising injury", paragraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, Definition 14.** "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

**7. Product Recall Expense**

a. **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage,**

**o. Recall of Products, Work or Impaired Property** is replaced by the following:

**o. Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured, paragraph 3.b.**

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

Attachment N  
Certificate of Insurance (continued)



- c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**:

**Product Recall Expense Limits of Insurance**

- a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn.

- b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

- c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

**g. Product Recall Deductible**

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment

of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. For the purpose of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

- a. Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

**Attachment N**  
**Certificate of Insurance (continued)**

- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
  - (3) Remuneration paid to your regular "employees" for necessary overtime;
  - (4) Hiring additional persons, other than your regular "employees";
  - (5) Expenses incurred by "employees" including transportation and accommodations;
  - (6) Expenses to rent additional warehouse or storage space;
  - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
    - you incur exclusively for the purpose of recalling "your product"; and
    - b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:
- (1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
  - (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

**8. Unintentional Failure to Disclose Hazards**

The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:**

**Representations**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

**9. Unintentional Failure to Notify**

The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED

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Attachment O  
Resumes of key personnel

## Alfonso Lerma

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[a.lerma@kha.com](mailto:a.lerma@kha.com)  
800-274-4995, ext. 108  
(direct) 419-287-6832

### *Qualification Summary*

Over 8 years of experience managing chemical data projects and client support services: sourcing processes, bid preparation, regulatory research, insurance compliance, subcontractor management.

### *Employment History*

**Kelleher, Helmrich, & Associates (KHA)**  
**Assistant Director of Sales**

December 2009 to Present

*Dallas Area Rapid Transit (DART):* Supported sourcing process transitioning DART from incumbent provider (Dolphin RTK). Introduced scanning hardware for ongoing chemical inventory maintenance. Extended solution to third-party-operated McKinney Avenue Transit Authority.

*Pima County, Arizona:* Supported sourcing process and implementation replacing an incumbent provider (3E Company) to high customer regard.

*Houston Metro:* Transitioned long-standing customer from legacy self-hosted solution to new Web-based Online-SDS™ system.

*(Oregon) Metro:* Coordinated collaboration with subcontractor to identify less-toxic alternative chemicals in using KHA's newly developed tool for identify and benchmarking highly toxic substances within the organization, following a physical chemical audit.

*City of Houston:* Supported sourcing process and implementation for recently awarded contract supporting 10 of the City's primary departments.

*Indiana State Department of Health:* Supported transition of SDS data from incumbent provider (MSDSonline).

*Comal County, Texas:* Supported implementation following sourcing process for awarded contract supporting seven county departments. Oversaw delivery of GHS-aligned HazCom training.

### **Education**

B.A. Indiana University

Graduated May 2008

Attachment O  
Resumes of key personnel (Continued)

Blaine R. Hilton

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[b.hilton@kha.com](mailto:b.hilton@kha.com)  
219-384-5050

### ***Qualification Summary***

With over a decade of hands on experience managing complex projects, Blaine demonstrates a strong ability to effectively communicate highly technical issues to non-technical stakeholders. These communication skills benefit customer in understanding needs and bring concepts to fruition as highly effective solutions.

### ***Employment History***

**Kelleher, Helmrich, & Associates, Inc. (KHA Online-SDS™)**  
**IT Lead Technical Specialist**

May 2008 to Present

**URS (TOCDF):** Worked closely with the TOCDF staff to implement custom labels that detailed the specialized interferent testing information that was required while working around the chemical munitions' disposal facility. Worked with their IT department to integrate an existing database of theirs into our system using a web based API.

**Kaneka:** Developed the application and support structure to support a team to conduct an on-site inventory using iPod devices with integrated barcode scanning that could work offline, and then sync chemical data when a network connection was available at a later time. Additionally, worked on-site with them to capture their existing legacy data.

**Dollar General:** Architected a completely re-designed model for 24x7 call center operations. Lead our technical team to develop, test, and deploy the system with no downtime. Worked with multiple providers to facilitate a redundant; fault tolerant system that provides a high level of insight to the customer about call center metrics as well as hazard information.

**Siemens Wind Power:** Worked with Danish contacts to allow our system too successfully work with a multitude of languages around the globe. Collaborated in developing the ability to combine multiple SDS into a single document combined with their location specific work instructions for safe material handling.

**Blaine's Business Services, Inc**  
**Owner**

2002 to 2008

Employed 6 people and designed a multitude of websites and web applications.

**Beulah, Inc.**

**Director of Management Information Services**

2001 to 2002

Ran computer systems, in charge of plant networking, maintaining network connectivity of CNC machines, enhanced internal email capabilities as well as assisted in overhauling plant processes and integrating technology to assist with business problems.

### ***Education / Certifications***

- Purdue University – Entrepreneurship Program
- Linux+ Certification
- RFID+ Certification

Attachment O  
Resumes of key personnel (Continued)

## Trena L. Hilton

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[t.hilton@kha.com](mailto:t.hilton@kha.com)  
541-729-7348

### *Qualification Summary*

Over 10 years of experience managing chemical data projects and client support services: planning, reporting, new client onboarding, training, and preparing client deliverables.

### *Employment History*

**Kelleher, Helmrich, & Associates (KHA)**  
**Project Manager**

May 2008 to Present

*City of Moreno Valley:* Supported transition of SDS data from incumbent provider (MSDSonline). Developed documentation and process for customer to locally store MSDS back-up data, safeguarding against loss experienced with incumbent provider.

*Kaneka:* Oversaw on-site inventory of chemicals to build a current listing of products to retrieve SDS for the customer. Continue to work with Kaneka on maintaining and adding new SDS to their system.

*Siemens Wind Power:* Oversee adding new locations in Europe/Asia and manage acquisition and incorporation of non-English SDSs. Continue to maintain SDSs in over a dozen countries and provide monthly reports to over thirty admin users on changes to their specific location regarding their SDS.

*URS (TOCDF):* Worked with customer to index over 2000 digital SDS files into their system. Once initial project was completed; we were asked to oversee adding additional information for the customer such as interferent testing data that needed to be associated with their SDS.

**Blaine's Business Services**  
**Project Manager/Office Manager**

Sept.2003 to April 2008

### *Education*

B.S. University of Oregon

Graduated Dec. 2003

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## ADDENDUM #1



February 25, 2019

### ADDENDUM NO.: One TO ALL OFFERORS:

**REFERENCE:** Request for Proposal No: **RFP# CMJ-1039**  
Dated: **February 11, 2019**  
Commodity: **Safety Data Sheet Records Management System**  
RFP Closing On: **March 07, 2019 at 2:00 p.m. (Eastern)**

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

**QUESTION:** How do you plan on getting the winner of the bid the estimated 10,000 SDSs? Do you have a spreadsheet of the products and manufacturers? Are they in digital form? Or are you planning on mailing the physical documents to us?

**ANSWER:** JMU would provide a list of products and manufacturers. It would be possible, but not preferred, to mail a physical copy of the existing inventory. Offerors should indicate any and all input options for initial setup and continued library modification under section IV.A.1.

**QUESTION:** Does James Madison University prefer a locally housed, client hosted solution or a cloud-based, vendor hosted solution? I am assuming a cloud based solution, but would like that to be confirmed.

**ANSWER:** JMU is seeking a cloud-based solution.

**QUESTION:** Our records management system has various types of users, working users, who are named users with various access permissions to the system and view-only users, who can do nothing but look up and view allowed documents. Approximately how many view-only users do you envision?

**ANSWER:** The vast majority would be view-only. We have approximately 5000 employees and 22000 students. Anyone in the JMU community could potentially need to look up an SDS.

**QUESTION:** How many named, working users will there be?

**ANSWER:** Less than 10.

**QUESTION:** Are all of the Safety Data Sheets (SDS's) the same number of pages?

**ANSWER:** No. The updated HazCom standard requires that they have a requisite number of sections but how long any of those sections are varies with the product, the vendor, and the format.

MSC 5720  
752 Ott Street, Room 1042  
Wine Price Building  
Harrisonburg, VA 22807  
Office of  
PROCUREMENT SERVICES 540.568.3145 Phone  
540.568.7936 Fax

## ADDENDUM #1 (continued)

QUESTION: How many pages are the SDS's or what can their number range be?

ANSWER: A rough estimate of an average is from 8-12 pages, but some coating system SDS can be larger than that and some paint manufacturers combine multiple product into a single SDS and those can be ~20 pages.

QUESTION: Are the SDS's single or double sided?

ANSWER: Combination of both, it depends on who and how the hardcopy was printed.

QUESTION: Are they color or black and white or a combination of both?

ANSWER: Potential combination of both depending on who and how the hardcopy was printed.

QUESTION: Are they all the same size and what is the size or sizes?

ANSWER: JMU's hardcopy records are 8 1/2" x 11" sheets of paper.

QUESTION: Are all the SDS's type written?

ANSWER: NA. Safety Data Sheets are provided by the manufacturer, and not created internally, so they would not be handwritten.

QUESTION: On page 1, Section IV,A,1, there is discussed what could be called the "back-file conversion" of the currently existing, 10,000 hard copy SDS's that James Madison University currently has in archive binders. Those physical SDS's will need to be scanned into the new SDSRMS. Do you want this to be an internal, client led project or an external, vendor led project?

ANSWER: Specify and provide price for any and all options.

QUESTION: Are updated SDS's to be received by James Madison University and then entered into the new SDSRMS by the university?

ANSWER: Specify and provide price for any and all options for version management by either party.

QUESTION: In section IV: Statement of needs, Part B, number 2 it asks for samples of several reports. Are there any specific reports JMU are looking for?

ANSWER: Specify and provide price for any and all options. If the formatting of the SDS's are repackaged from the vendor provided version, provide samples.

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

Sincerely,



Colleen Johnson  
Buyer Specialist  
Phone: (540-568-3137)

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**ADDENDUM #2**



**March 5, 2019**

**ADDENDUM NO.: TWO**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# CMJ-1039**  
Dated: **February 11, 2019**  
Commodity: **Safety Data Sheet Records Management System**  
RFP Closing On: ~~March 07, 2019 at 2:00 p.m. (Eastern)~~  
Revised RFP Closing: **March 13, 2019 at 2:00 p.m. (Eastern)**

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

The closing date and time for this Request for Proposal has been extended to Wednesday, March 13, 2019 at 2:00 p.m. (Eastern).

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

Sincerely,

A handwritten signature in cursive script that reads "Leah Frank".

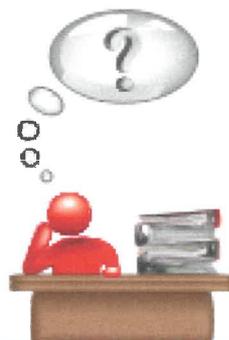
*Leah* Colleen Johnson  
Buyer Specialist  
Phone: (540-568-3137)

MSC 5720  
752 Ott Street, Room 1042  
Wine Price Building  
Harrisonburg, VA 22807  
Office of 540.568.3145 Phone  
PROCUREMENT SERVICES 540.568.7936 Fax

Solicitation: RFP 17-019 (RX) Safety Data Sheet (SDS) Database Management Services  
Kelleher, Helmrich & Associates Inc., Vendor# 3071410

**CONTACT INFO:**

Alfonso Lerma  
Assistant Director of Sales  
direct: 419-287-6832  
a.lerma@kha.com



**THANK YOU**

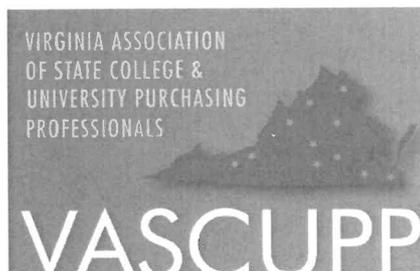


# Request for Proposal

## **RFP# CMJ-1039**

**Safety Data Sheet Records Management System**

**February 11, 2019**



**REQUEST FOR PROPOSAL**  
**RFP# CMJ-1039**

**Issue Date:** 02/11/2019  
**Title:** Safety Data Sheet Records Management System  
**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 Thursday, March 7 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: Colleen Johnson, Buyer Specialist, Procurement Services, [johns9cm@jmu.edu](mailto:johns9cm@jmu.edu); 540-568-3137; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

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

By: \_\_\_\_\_  
*(Signature in Ink)*

Name: \_\_\_\_\_  
*(Please Print)*

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 # CMJ-1039*

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## **I. PURPOSE**

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

## **II. BACKGROUND**

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 21,000 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>.

JMU currently utilizes binders of hardcopy Safety Data Sheet (SDS) files. Across the entire campus there are approximately 10,000 hard copy SDSs managed by individual departments, labs, and shops.

## **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**

The Contractor shall have available and be able to demonstrate the use and functions of the following components and/or features for an SDS Records Management System. It is expected that any proposed system will already be fully developed, tested, offered publicly for sale and available immediately for installation. For this project, the University is not interested in a custom developed system. Describe in detail the manner in which each item is addressed by the system.

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

1. Describe how JMU-specific SDSs are populated into a JMU library and by whom.
2. Describe how a JMU library is updated when a relevant vendor issues an updated SDS and how the previous and historical versions are managed.
3. Describe the system's ability to track total record views by named or unnamed users.
4. Describe the system's ability to track users' edits within the system.
5. Describe a back-up method for retrieving SDSs if the internet is down.
6. Describe criteria that can be used to search SDSs (i.e. CAS#, name, partial name, SDS attributes, etc.).

7. Describe ease of use and navigation of user facing modules.
  8. Describe ownership of the SDS files.
  9. Describe all user levels and the differences in functionality across types (i.e. administrators, users, public).
  10. Describe ability to manage and customize roles and permissions across user types.
  11. Specify quantity of users included with proposal pricing, and any additional costs for adding extra users, at each level.
  12. Describe help or support offered for users at each level.
- B. Reporting:
1. Describe all reporting tools supported and how they integrate with the product. Specify if application licensing includes any of the products.
  2. Provide a list of all reports delivered as part of the base product including a short description of each. Include a sample of several reports for review.
  3. Describe reporting output formats available.
- C. Services:
1. Describe your training options and include a catalog of training offerings (*provide any associated cost in Section X Pricing Schedule*). Response should include differentiation between technical staff and end-user training.
- D. General:
1. Describe typical implementation timeline and project plan and include examples of previously used project plans.
  2. Describe how product(s) addresses accessibility to ensure the application is accessible to people with disabilities. Describe testing for adherence to accessibility guidelines and standards. Provide documentation of the testing performed and results of that testing including the Web Accessibility and Template Guide (*WATG located at <https://www.vadsa.org/watg/>*).
- E. Technical:
1. Describe any functionality loss, installation or upgrade problems, or other difficulties if client applications are run using a standard client user account (*non-administrator*).
  2. Describe your support for mobile technologies including technology used, distribution method, functionality, integration and development toolset and security.
  3. Describe the system enhancements in development that are scheduled for release in the next twelve months.

F. Security:

1. Complete and return Attachment E (Higher Education Cloud Vendor Assessment Tool) with your proposal.

## V. PROPOSAL PREPARATION AND SUBMISSION

### A. GENERAL INSTRUCTIONS

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

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
  - a. **One (1) original and seven (7) copies** of the entire proposal, **INCLUDING ALL ATTACHMENTS**. Any proprietary information should be clearly marked in accordance with 3.f. below.
  - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, **INCLUDING ALL ATTACHMENTS**. Any proprietary information should be clearly marked in accordance with 3.f. below.
  - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and 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. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: [www.VASCUPP.org](http://www.VASCUPP.org).
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

**VI. EVALUATION AND AWARD CRITERIA**

**A. EVALUATION CRITERIA**

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

1. Quality of products/services offered and suitability for 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 condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided

by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
  2. Employer's Liability: \$100,000
  3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
  4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies

for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

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

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

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](http://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.

**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 nine (9) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to [www.jmu.edu/parking](http://www.jmu.edu/parking); or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals

required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-

certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. 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. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- R. 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.
- S. 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.
- T. EXCESSIVE DOWNTIME: Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of in operability. The period of in operability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than two (2) consecutive calendar days, the contractor shall promptly replace the equipment or software at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within two (2) days following the request for replacement.

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

reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

CC. 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.

## **IX. METHOD OF PAYMENT**

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

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

## **X. PRICING SCHEDULE**

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

Describe the maintenance costs for the first year, and, on the basis of an annually renewable contract, the maintenance costs for each of the following nine (9) years

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to <https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/support/small-business/regulations-fees.html>.

## **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: James Madison University Information Technology Services Addendum

Attachment E: Higher Education Cloud Vendor Assessment Tool (HECVAT)

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.

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

YES  NO

IF YES, EXPLAIN:

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ATTACHMENT B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSDB 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 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

### James Madison University Information Technology Services Addendum

CONTRACTOR NAME: \_\_\_\_\_

PRODUCT/SOLUTION: \_\_\_\_\_

#### Definitions:

- **Agreement:** The “Agreement” includes the contract, this addendum and any additional addenda and attachments to the contract, including the Contractor’s Form.
  - **University:** “University” or “the University” means James Madison University, its trustees, officers and employees.
  - **University Data:** “University Data” is defined as any data that the Contractor creates, obtains, accesses, transmits, maintains, uses, processes, stores or disposes of in performance of the Agreement. It includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites.
  - **Personally Identifiable Information:** “Personally Identifiable Information” (PII) includes but is not limited to: Any information that directly relates to an individual and is reasonably likely to enable identification of that individual or information that is defined as PII and subject to protection by James Madison University under federal or Commonwealth of Virginia law.
  - **Security Breach:** “Security Breach” means a security-relevant event in which the security of a system or procedure involving University Data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
  - **Service(s):** “Service” or “Services” means any goods or services acquired by the University from the Contractor.
1. **Rights and License in and to University Data:** The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use the data as provided in the Agreement solely for the purpose of performing its obligations hereunder. The Agreement does not give a party any rights, implied or otherwise, to the other’s data, content, or intellectual property.
  2. **Disclosure:** All goods, products, materials, documents, reports, writings, video images, photographs, or papers of any nature including software or computer images prepared or provided to the Contractor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
  3. **Data Privacy:**
    - a. Contractor will use University Data only for the purpose of fulfilling its duties under the Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by law.
    - b. University Data will not be stored outside the United States without prior written consent from the University.
    - c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under the Agreement. The Contractor will ensure that the Contractor’s employees, and subcontractors when

applicable, who perform work under the Agreement have received appropriate instruction as to how to comply with the data protection provisions of the Agreement and have agreed to confidentiality obligations at least as restrictive as those contained in this Addendum.

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

**4. Data Security:**

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

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

- a. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is “preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic records as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.”

- b. Contractor will ensure backups are successfully completed at the agreed interval and that restoration capability is maintained for restoration to a point-in-time and/or to the most current backup available.
  - c. Contractor will maintain an uptime of 99.99% or greater as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations, excluding regularly scheduled maintenance time.
6. **Employee Background Checks and Qualifications:**
- a. Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Agreement including but not limited to all terms relating to data and intellectual property protection.
  - b. If the Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, the Contractor shall perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).
7. **Security Breach:**
- a. Response: Immediately (within one day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
  - b. Liability:
    - i. If Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach caused by Contractor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.
    - ii. If Contractor will NOT under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs reasonably incurred by the

University in investigation and remediation of any Security Breach caused by Contractor.

- 8. Requests for Data, Response to Legal Orders or Demands for Data:**
- a. Except as otherwise expressly prohibited by law, Contractor will:
    - i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
    - ii. consult with the University regarding its response;
    - iii. cooperate with the University's requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
    - iv. Upon the University's request, provide the University with a copy of its response.
  - b. Contractor will make itself and any employees, contractors, or agents assisting in the performance of its obligations under the Agreement, available to the University at no cost to the University based upon claimed violation of any laws relating to security and/or privacy of the data that arises out of the Agreement. This shall include any data preservation or eDiscovery required by the University.
  - c. The University may request and obtain access to University Data and related logs at any time for any reason and at no extra cost.
- 9. Data Transfer Upon Termination or Expiration:**
- a. Contractor's obligations to protect University Data shall survive termination of the Agreement until all University Data has been returned or securely destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.
  - b. Upon termination or expiration of the Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 60 days of termination of the Agreement. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
  - c. In the event that the University requests destruction of its data, Contractor agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University.
  - d. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Contractor will also provide, as applicable, a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new service, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

**10. Audits:**

- a. The University reserves the right in its sole discretion to perform audits of the Contractor to ensure compliance with the terms of the Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If Contractor must under the Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, Contractor will at its expense conduct or have conducted at least annually a(n):
  - i. American Institute of CPAs Service Organization Controls 2 (SOC 2) audit, or other independent security audit with audit objectives deemed sufficient by the University, which attests to Contractor's security policies, procedures, and controls. Contractor shall also submit such documentation for any third-party cloud hosting provider(s) they may use (e.g. AWS, Rackspace, Azure, etc.) and for all subservice providers or business partners relevant to the Agreement. Contractor shall also provide James Madison University with a designated point of contact for the SOC reports and risks related to the contract. This person shall address issues raised in the SOC reports of the Contractor and its relevant providers and partners, and respond to any follow up questions posed by the University in relation to technology systems, infrastructure, or information security concerns related to the contract.
  - ii. vulnerability scan of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement; and
  - iii. formal penetration test performed by qualified personnel of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement.
- c. Additionally, Contractor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Agreement. The University may require, at University expense, the Contractor to perform additional audits and tests, the results of which will be provided promptly to the University.

**11. Compliance:**

- a. Contractor will comply with all applicable laws and industry standards in performing services under the Agreement. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.
- b. To the extent applicable to the design and intended use of the service, Contractor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Contractor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.

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

IN WITNESS WHEREOF, the parties have caused this addendum to be duly executed, intending thereby to be legally bound. In the event of conflict or inconsistency between terms of the Agreement and this Addendum, the terms of this Addendum shall prevail.

**JAMES MADISON UNIVERSITY**

**CONTRACTOR**

SIGNATURE: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_



February 25, 2019

**ADDENDUM NO.: One  
TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# CMJ-1039**  
Dated: **February 11, 2019**  
Commodity: **Safety Data Sheet Records Management System**  
RFP Closing On: **March 07, 2019 at 2:00 p.m. (Eastern)**

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

QUESTION: How do you plan on getting the winner of the bid the estimated 10,000 SDSs? Do you have a spreadsheet of the products and manufacturers? Are they in digital form? Or are you planning on mailing the physical documents to us?

ANSWER: **JMU would provide a list of products and manufacturers. It would be possible, but not preferred, to mail a physical copy of the existing inventory. Offerors should indicate any and all input options for initial setup and continued library modification under section IV.A.1.**

QUESTION: Does James Madison University prefer a locally housed, client hosted solution or a cloud-based, vendor hosted solution? I am assuming a cloud based solution, but would like that to be confirmed.

ANSWER: **JMU is seeking a cloud-based solution.**

QUESTION: Our records management system has various types of users, working users, who are named users with various access permissions to the system and view-only users, who can do nothing but look up and view allowed documents. Approximately how many view-only users do you envision?

ANSWER: **The vast majority would be view-only. We have approximately 5000 employees and 22000 students. Anyone in the JMU community could potentially need to look up an SDS.**

QUESTION: How many named, working users will there be?

ANSWER: **Less than 10.**

QUESTION: Are all of the Safety Data Sheets (SDS's) the same number of pages?

ANSWER: **No. The updated HazCom standard requires that they have a requisite number of sections but how long any of those sections are varies with the product, the vendor, and the format.**

MSC 5720  
752 Ott Street, Room 1042  
Wine Price Building  
Harrisonburg, VA 22807  
Office of 540.568.3145 Phone  
PROCUREMENT SERVICES 540.568.7936 Fax

QUESTION: How many pages are the SDS's or what can their number range be?

ANSWER: **A rough estimate of an average is from 8-12 pages, but some coating system SDS can be larger than that and some paint manufacturers combine multiple product into a single SDS and those can be ~20 pages.**

QUESTION: Are the SDS's single or double sided?

ANSWER: **Combination of both, it depends on who and how the hardcopy was printed.**

QUESTION: Are they color or black and white or a combination of both?

ANSWER: **Potential combination of both depending on who and how the hardcopy was printed.**

QUESTION: Are they all the same size and what is the size or sizes?

ANSWER: **JMU's hardcopy records are 8 1/2" x 11" sheets of paper.**

QUESTION: Are all the SDS's type written?

ANSWER: **NA. Safety Data Sheets are provided by the manufacturer, and not created internally, so they would not be handwritten.**

QUESTION: On page 1, Section IV,A,1, there is discussed what could be called the "back-file conversion" of the currently existing, 10,000 hard copy SDS's that James Madison University currently has in archive binders. Those physical SDS's will need to be scanned into the new SDSRMS. Do you want this to be an internal, client led project or an external, vendor led project?

ANSWER: **Specify and provide price for any and all options.**

QUESTION: Are updated SDS's to be received by James Madison University and then entered into the new SDSRMS by the university?

ANSWER: **Specify and provide price for any and all options for version management by either party.**

QUESTION: In section IV: Statement of needs, Part B, number 2 it asks for samples of several reports. Are there any specific reports JMU are looking for?

ANSWER: **Specify and provide price for any and all options. If the formatting of the SDS's are repackaged from the vendor provided version, provide samples.**

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

Sincerely,



Colleen Johnson  
Buyer Specialist  
Phone: (540-568-3137)



March 5, 2019

**ADDENDUM NO.: TWO**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# CMJ-1039**  
Dated: **February 11, 2019**  
Commodity: **Safety Data Sheet Records Management System**  
RFP Closing On: ~~March 07, 2019 at 2:00 p.m. (Eastern)~~  
Revised RFP Closing: **March 13, 2019 at 2:00 p.m. (Eastern)**

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

The closing date and time for this Request for Proposal has been extended to Wednesday, March 13, 2019 at 2:00 p.m. (Eastern).

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

Sincerely,

for Colleen Johnson  
Buyer Specialist  
Phone: (540-568-3137)

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