



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU5756

This contract entered into this 2nd day of April 2020, by ProtoCall Services, Inc., hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From April 2, 2020 through April 1, 2021 with 9 (nine) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal FDC-1071 dated December 13, 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, date January 14, 2020.
- (3) The Contractor's Proposal dated January 21, 2020 and the following negotiated modification to the Proposal, all of which documents are incorporated herein:
 - (a) Negotiations Summary, dated March 2, 2020;
 - (b) JMU IT Services Addendum, dated February 13, 2020;
 - (c) The ProtoCall Services Master Service Agreement, dated February 24, 2020;
 - (d) The Commonwealth of Virginia Addendum to Contractor's Form, which shall govern in conflict.

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

CONTRACTOR:

By: Philip H Evans
(Signature)
Philip H. Evans
(Printed Name)

Title: CEO

PURCHASING AGENCY:

By: [Signature]
(Signature)
Doug Chester
(Printed Name)

Title: Buyer Sr.



RFP # FDC-1071
Telephonic Behavioral Health Services
Negotiation Summary for ProtoCall Service, Inc.
March 3, 2020

1. The rate schedule is as follows:

Monthly retainer	Monthly call allowance	Price per call over allowance
\$1,875.00	50 Calls	\$39.50

*Language translation services bill at \$1.44 per minute (as needed)

Billing will be monthly and based on the Go Live date for services at JMU. ProtoCall will bill in advance for the agreed upon monthly fee and in arrears for any overages or interpreter services from the previous month.

The first invoice will include a prorated amount for the first month, the amount for the second month, and the setup fee. Subsequent invoices will be for the monthly fee of the following month, and overages and interpreter service charges for the previous month. Invoices are billed monthly in advance.

2. The contract includes a one-time set up fee of \$5,000.00. This is the minimum fee based on the vendor's understanding of JMU's current needs. The setup fee may change depending on actual requirements discussion. The maximum allowable charge for this fee shall not exceed \$7,500.00. Any amount over the minimum set up fee will be discussed and mutually agreed upon prior to acceptance.
3. Contractor has disclosed all potential fees. Additional charges will not be accepted.
4. Contractor agrees that both parties have negotiated and agreed upon the terms and conditions present within the JMU IT Services Addendum document dated February 13, 2020 and that this version shall replace the original version present within RFP# FDC-1071.
5. The attached Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form is included as part of this agreement and in case of conflict the COV Agency Contract Form Addendum to Contractor's Form governs.

James Madison University
Information Technology Services Addendum

CONTRACTOR NAME: ProtoCall Service, Inc.

PRODUCT/SOLUTION: ProtoCall

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: _____


Doug Cluster
Buyer Sr
4/6/2020

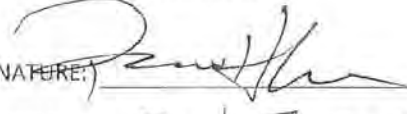
CONTRACTOR

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____


Phil Evans
CEO
2-13-2020

Modifications to
James Madison University
Information Technology Services Addendum

A. Section 6.b. is hereby deleted and replaced with the following:

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; Sex Offender Index-nationwide; OIG Exclusions database; GSA Exclusions database; FACIS III; E-Verify; I-9 Verification; and 9-panel drug screen.

B. Section 7.a. is hereby deleted and replaced with the following:

Response: Immediately (within two business days) 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.

**PROTOCOL SERVICES, INC.
MASTER SERVICES AGREEMENT**

DATED: February 24, 2020

BETWEEN: James Madison University
800 South Main Street
Harrisonburg, VA 22807

“College/University”

And

**PROTOCOL SERVICES, INC.
621 SW Alder St.
Suite 400
Portland, OR 97205**

“ProtoCall”

The parties agree as follows:

- 1. TERM.** This Agreement is effective on the Date first written above and shall continue in full force and effect until either party gives the other party notice of termination as provided below. Services shall commence on the service commencement date set forth in Attachment A.
- 2. SERVICES.**
 - 2.1 Call Center Services.** ProtoCall will use best efforts to provide telephone access to brief intake, screening and referral services for clients or prospective clients of College/University set forth on “Attachment A.” These services are not intended to be therapeutic treatment services. ProtoCall shall provide counseling staff to perform the services described in this Agreement. There may be circumstances outside the control of ProtoCall such as acts of terrorism, labor strikes, power outages, or acts of God wherein extraordinary telephone call volume is created. In such circumstances, ProtoCall will use reasonable efforts to accommodate the excess call volume, provided, however, both parties recognize it may be difficult or even impossible to accomplish such a task.
 - 2.2 Confidentiality of Client Information.** ProtoCall has a duty under federal and state law to protect certain health information. ProtoCall shall maintain College/University’s (and College/University’s client information) in accordance with applicable state and federal laws.
 - 2.3 Call Documentation.** ProtoCall will provide College/University with a written report of all intake, counseling and/or other activity with its clients (“Call Documentation”). The Call Documentation will be posted to a secure site and accessible to College/University authorized staff following the completion of the call documentation and any follow up activities related to that call. Call Documentation is available to College/University’s authorized staff 24 hours a day, 365 days a year.
 - 2.4 Connection.** ProtoCall will provide, at its expense, a direct inward dial toll-free telephone number dedicated solely to College/University, which College/University may use to direct calls to ProtoCall.

2.5 Emergency Situations. ProtoCall agrees to take reasonable and appropriate action in the event of emergency situations. ProtoCall may attempt to trace any call, or use Caller ID as may be available, in order to contact dispatch and/or consult with emergency services, consistent with applicable state and federal laws, without prior consent of College/University. Priority in emergency situations will be given to clients and public safety; College/University will be contacted as soon as practicable given the circumstances.

2.6 Call Recording. College/University acknowledges that ProtoCall may create audio recordings of calls for internal quality purposes. Call recording is done in accordance with applicable regulations and any resulting recorded calls are stored in a manner consistent with the protection of PHI.

2.7 Responsibility to report abuse of vulnerable populations. In accordance with the applicable statutes governing ProtoCall's practice, ProtoCall counseling staff are mandated reporters of potential or suspected abuse and neglect of vulnerable persons. ProtoCall staff use best efforts to ensure that reports of potential or suspected abuse and neglect of vulnerable persons are made in accordance with the laws of the State in which the potential or suspected abuse and neglect took place. ProtoCall exercises this responsibility by making a report directly or by notifying College/University so that proper authorities can be contacted.

3. REQUIREMENTS OF COLLEGE/UNIVERSITY.

3.1 Provision of Program Information. College/University will provide to ProtoCall current program information, on-call staff contact information, person alerts, benefit descriptions, policies, guidelines and other information necessary for ProtoCall to render the services described in this Agreement. The College/University will provide ProtoCall with timely updates related thereto so that ProtoCall can provide College/University's clients with accurate information as well as reach College/University on-call staff.

3.2 Release of Client Information. College/University agrees to provide to ProtoCall any information regarding individual clients that either ProtoCall or College/University deem necessary to ensure consistent treatment and client safety. Upon termination of this Agreement and written request of College/University, ProtoCall shall return to College/University (or destroy), any proprietary, client or patient information that it has in its possession which has been given by College/University to ProtoCall, provided that ProtoCall shall retain College/University information required under privacy and security record retention obligations.

3.3 Access to College/University Staff. College/University will provide ProtoCall, twenty-four (24) hours, seven (7) days per week, access to its behavioral health professional staff so ProtoCall can contact staff when appropriate regarding College/University's clients. College/University shall provide ProtoCall a list of its counseling staff for on-call coverage, keep such list current and include home and mobile telephone numbers for its counseling staff during the term of this Agreement.

3.4 Retrieval of Call Documentation, Reports and Messages College/University is responsible for the retrieval of and response to Call Documentation, including but not limited to any messages, counseling reports, or other service requests transmitted to it by ProtoCall (e.g., posted to the secure website, facsimile or otherwise to it by ProtoCall). After notification from ProtoCall, College/University shall assume responsibility and liability for any follow-up or response to reported calls, including determination of what response College/University, in its sole discretion, deems necessary or appropriate. ProtoCall agrees to assist College/University by providing any necessary and available information

requested by College/University to facilitate College/University's response to reported calls.

3.5 Confidentiality of Client Information. College/University has a duty under federal and state law to protect certain health information of its clients. College/University shall maintain College/University's (and College/University's client information) in accordance with applicable state and federal laws including staff authorized to retrieve and review Call Documentation.

3.6 Location of Services. The services provided for under this Agreement will be performed by ProtoCall staff located in any of ProtoCall's call center locations, as well as various remote locations established as approved home offices for ProtoCall employees. ProtoCall counseling staff are licensed or registered with their appropriate licensing authority to receive supervision towards their license and practicing within the scope defined by the appropriate licensing authority in State in which they are located.

4. DATA REPORTING. ProtoCall will provide its standard monthly performance report for the College/University on a monthly basis without charge. Customized and/or ad hoc report requests may be subject to an additional charge.

5. INSURANCE:

5.1 ProtoCall shall continuously maintain, at its expense, professional liability insurance in an amount not less than \$2,000,000. per occurrence, \$4,000,000. aggregate, covering ProtoCall and its employees. At College/University's request, a certificate or other acceptable evidence of such insurance shall be provided to College/University.

5.2 College/University shall continuously maintain, at its expense, professional liability insurance in an amount not less than \$2,000,000. per occurrence, \$4,000,000. aggregate, covering College/University and its employees. At ProtoCall's request, a certificate or other acceptable evidence of such insurance shall be provided to ProtoCall.

6. FINANCIAL ARRANGEMENTS.

6.1 Compensation and Rate Schedule. As compensation for services described herein and in Attachment A in this Agreement, College/University agrees to pay ProtoCall in accordance with the Rate Schedule that is set forth in Attachment B.

For billing purposes, total calls include all incoming calls that are 18 seconds or longer in duration forwarded or directed to ProtoCall by College/University and any outgoing telephone calls (18 seconds or longer in duration) made by ProtoCall while providing listed services to College/University's clients. Calls that are less than 18 seconds are not billed.

6.2 Interpretation Services. Calls that require the use of language interpretation services in order to facilitate communication with limited-English speaking callers will incur a separate and additional fee. In such instances, ProtoCall may contract with a third-party service provider. ProtoCall shall provide College/University reasonable documentation for all third party charges.

6.3 Basis for Establishing Compensation. Attachment B to this Agreement sets forth the Rate Schedule, which includes the per-call base rates, the monthly Call Allowance ranges, the charges for calls in excess of the monthly call allowance, the initial set up fees, sub-account(s), TTY services, and other applicable charges. The rate schedule set forth on Attachment B to this Agreement is based upon two factors: (i) the parties' good faith estimate of actual call volume which will be encountered by ProtoCall during the term of

this Agreement; and (ii) the type and nature of calls which will be encountered by ProtoCall during the term of this Agreement.

6.4 Adjustments in Compensation and Rate Schedule. The actual number of calls will be evaluated by ProtoCall every thirty (30) days during the term of this Agreement. Either party may, by giving the other party thirty (30) days advance written notice, adjust the Call Allowance upward or downward, but in no event, shall the call volume be adjusted below the lowest call volume set forth on Attachment B. Any adjustment in compensation based upon actual call volume and the Call Allowance shall be made in accordance with the billing procedure set forth in Section 6.5 below. In no event shall College/University be entitled to a credit or a refund when actual call volume falls below the Call Allowance. Attachment B including the Rate Schedule may be modified periodically by the ProtoCall upon thirty (30) days advance written notice to College/University.

6.5 Billing and Payment. ProtoCall shall submit a statement of charges for services rendered to College/University by approximately the fifteenth (15th) day of the month for the following month's estimated charges based upon the Call Allowance, and the previous month's actual call charges in excess of the Call Allowance, if any. Charges will be payable by College/University upon receipt. Interest may be assessed on invoices not paid within thirty (30) days of the date of the invoice at the rate of one and one-half percent (1 ½%) per month from the date of invoice until paid.

7. TERMINATION NOTICE. Either party may terminate this Agreement with or without cause by providing the other party ninety (90) day advanced written notice of termination. ProtoCall may terminate this Agreement immediately, however, upon written notice to College/University regarding its failure to pay any charges within thirty (30) days after an invoice has been sent as provided in Section 6.5 above.

8. CONFIDENTIAL AND PROPRIETARY INFORMATION. ProtoCall acknowledges that during the term of this Agreement, it may receive from College/University certain confidential and proprietary data, customer lists, program features, systems and procedures, and various other proprietary information. ProtoCall agrees that it shall not use or disclose any such confidential information to any third party unless expressly authorized, in writing, by College/University unless such disclosure is subject to court order or subpoena

9. RELATIONSHIP OF THE PARTIES. ProtoCall and College/University agree that, in performing their responsibilities pursuant to this Agreement, they are acting as independent contractors. The parties are not partners or joint venturers, and shall not hold themselves out to others as partners or joint venturers. Except as is expressly provided in this Agreement, neither party shall have the right to bind nor obligate the other party in any manner without the prior written consent of the party.

10. ASSIGNMENT. Upon ninety (90) days advance written notice and ProtoCall's consent, College/University may assign, delegate or otherwise transfer, its rights, obligations, or duties under this Agreement. Any purported assignment, delegation or transfer without prior written consent of ProtoCall shall be void. ProtoCall may assign or otherwise transfer its rights, duties and obligations under this Agreement to an affiliated entity upon thirty (30) days written notice to College/University.

11. MISCELLANEOUS.

11.1 Rights And Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

11.2 No Third-Party Rights. This Agreement and the covenants and agreements contained herein are solely for the benefit of the parties hereto. No other person shall be entitled to enforce or make any claims, or have any right pursuant to the provisions of this Agreement.

11.3 Governing Law and Venue. This Agreement, and its operation and performance, shall be governed, construed and enforced in accordance with the laws of the state in which the services are performed excluding its conflict of law principles.

11.4 Notice. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been given for all purposes on the date of transmission when sent, on the fifth day after the date of mailing when mailed by certified mail, postage prepaid, return receipt requested, from within the United States, or on the date of actual delivery, whichever is the earliest, and shall be sent to the parties at the addresses shown above.

11.5 Severability. If any provision of this Agreement contravenes any law and such contravention would thereby invalidate this Agreement, then such provision is declared to be invalid and subject to severance from the remaining portion of this Agreement, and this Agreement shall be read and construed as though it did not contain such provision in a manner to give effect to the intention of the parties to the fullest extent possible.

11.6 Waiver. The failure of any part to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not constitute a waiver of such provision, and no waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

11.7 Amendment. This Agreement may be amended, restated or modified from time to time only by a written instrument agreed to and executed by both parties hereto.

11.8 Mediation. All disputes arising out of this Agreement shall first be submitted to mediation, which shall focus on the needs of everyone concerned and seek to solve problems cooperatively, with an emphasis on dialogue and accommodation. The goal of the mediation shall be to preserve and enhance relationships by developing a mutually acceptable agreement which will fulfill the needs of everyone concerned. A party desiring mediation may begin the process by giving the other party a written "Request to Mediate," describing the issues involved and inviting the other party to join with the calling party to name a mutually agreeable mediator and a time frame for the mediation which shall occur no more than thirty (30) days following the notice unless the parties mutually agree otherwise. The parties and the mediator may adopt any procedural format that seems appropriate for the particular dispute. The contents of all discussions during the mediation shall be confidential and nondiscoverable in subsequent arbitration or litigation, if any. If the parties can agree upon a mutually acceptable agreement, it shall be reduced to writing, signed by all parties and the dispute shall be at an end. If the result of the mediation is a recognition that the dispute cannot be successfully mediated, or if any party refuses to mediate or to name a mutually acceptable mediator and a time frame for mediation, within a period of time that is reasonable considering the urgency of the disputed matter, then any party who desires dispute resolution shall seek arbitration. The place of mediation shall be mutually agreed upon by the parties.

11.9 Arbitration. All disputes, differences or questions arising out of or relating to this Agreement, or the validity, interpretation, breach or termination thereof, which have not been settled by mediation, shall be resolved by binding arbitration before the Arbitration Service of Portland, Inc. The arbitration proceedings shall be conducted in accordance with the arbitration rules of the Arbitration Service of Portland, Inc. that are in effect at the

time the arbitration is initiated, and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. Nothing herein, however, shall prevent a party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate. The place of arbitration shall be mutually agreed upon by the parties.

11.10 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "include" and "including" shall mean "include" or "including" "without limitation." Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neutral genders and vice versa.

11.11 Additional Assurances. Each party agrees to perform all further acts, and execute, acknowledge and deliver any and all documents, which are reasonably necessary to confirm, complete or effectuate the provisions of this Agreement.

11.12 Entire Agreement. This Agreement is hereby incorporated into UCPJMU5756 and any attachments, including the JMU IT Services addendum and the Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form which shall govern in the event of a conflict, exhibits or schedules referenced herein and attached hereto constitute the entire agreement and understanding of the parties as to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the parties and their representatives with respect to the subject matter hereof.

11.13 Binding Effect. This Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

11.14 Attorneys' Fees. If a suit, action, arbitration or other proceeding of any nature whatsoever (including, without limitation, any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs as determined by the arbitrator or by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

11.15 Indemnification. ProtoCall agrees to indemnify and hold harmless College/University, its directors, shareholders, officers, trustees, employees, and agents from and against any losses, damages or costs, including attorneys fees, resulting from or arising out of any claims or legal action by a third-party arising as a result of the negligence or misconduct of ProtoCall, its directors, trustees, officers, employees, or agents relating to or arising from the provision of services under this Agreement to College/University's clients.

College/University agrees to indemnify and hold harmless ProtoCall, its directors, shareholders, officers, trustees, employees, and agents from and against any losses, damages, or costs, including attorneys fees, resulting from or arising out of any claims or legal action by a third-party arising as a result of the acts, omissions, negligence or misconduct of College/University, its directors, trustees, officers, employees, or agents

relating to or arising from the provision of services under this Agreement or otherwise to its clients.

This indemnification provision shall survive termination of this Agreement.

11.16 Captions. The caption headings of the sections and subsections of this Agreement are for convenience of reference only and are not intended to be, and should not be construed as, a part of this Agreement.

11.17 Counterparts. This Agreement may be executed in any number of identical counterparts, each of which, for all purposes, shall be deemed to be an original instrument, and all of which together shall constitute a single agreement.

11.18 Compliance with Laws. The parties have endeavored to fashion this Agreement to comply with applicable state and federal laws. If any laws are enacted which materially impair either party's ability to carry out the terms of this Agreement, the parties will, in good faith, make reasonable efforts to amend this Agreement to comply with such laws. If, after reasonable efforts to amend the Agreement, including mediation, in accordance with Section 11.8, the parties do not agree to such amendments, either party may terminate this Agreement upon written notice to the other party.

11.19 Force Majeure. Neither party will be deemed in default of this Agreement to the extent that performance of its obligations are delayed or prevented by reason of circumstance beyond its reasonable control, including without limitation, acts of terrorism, labor strike, fire, natural disaster, earthquake, power failures, accident or other acts of God. This Section 11.19 shall not be applicable to any payment obligations of either party.

So agreed,

ProtoCall Services, Inc.

Philip H Evans

04-03-2020

Philip H. Evans, President/CEO

Date

College/University

[Signature]

4/6/2020

Date

ATTACHMENT A

Time Schedule

ProtoCall will use best efforts to provide telephone access to assessment, intervention, and intake services for clients or prospective clients of College/University, during the College/University time zone hours of 5:00 pm to 8:00 am Monday through Friday and 5:00 pm Friday to 8:00 am Monday.

Services will commence on August 1, 2020.

Any additional services ("extra coverage") may be formally requested outside this time schedule per verbal agreement between parties which for purposes of extra coverage may be evidenced by email. These additional services are subject to ProtoCall staff availability and handled on a per request basis.

ATTACHMENT B

Rate Schedule

Monthly Retainer	Monthly Call Allowance	Price per call over Allowance
\$1,875.00	50	\$39.50

One-time set up fee: \$5,000.00 (minimum: depending on actual set up requirements)

Language translation services billed at \$1.44 per minute (as needed)

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

AGENCY NAME: James Madison University

CONTRACTOR NAME: ProtoCall Services, Inc.

DATE: 3/24/2020

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

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

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

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

1. **Requiring the Commonwealth to maintain any type of insurance either for the Commonwealth's benefit or for the contractor's benefit;**
2. **Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;**
3. **Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;**
4. **Requiring the Commonwealth to indemnify or to hold harmless the Contractor for any act or omission;**
5. **Imposing interest charges contrary to that specified by the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment;**
6. **Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;**
7. **Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the contract is terminated before its ordinary period;**
8. **Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the Commonwealth before the contract is considered in effect;**


9. Delaying the acceptance of this contract or its effective date beyond the date of execution;
10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury. The parties agree that this clause does not extend the Contractor's liability beyond its own acts or those of its agents/employees;
12. Permitting unilateral modification of this contract by the Contractor;
13. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
14. Obligating the Commonwealth to pay costs of collection or attorney's fees;
15. Granting the Contractor a security interest in property of the Commonwealth;
16. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the Commonwealth.
17. Requiring the "confidentiality" of the agreement, in whole or part, without (i) invoking the protection of Section 2.2-4342F of the Code of Virginia in writing prior to signing the agreement (ii) identifying the data or other materials to be protected, and (iii) stating the reasons why protection is necessary.
18. Requiring the Commonwealth to reimburse for travel and living expenses in excess of the agency policy located at <https://www.jmu.edu/financemanual/procedures/4215mie.shtml>

This contract may be renewed annually by the Commonwealth after the expiration of the initial term under the terms and conditions of the original contract except as noted herein. If the Commonwealth elects to exercise the option to renew the contract for an additional renewal period, the contract price(s) for the succeeding renewal period shall not exceed the contract price(s) of the previous contract term increased/decreased by no more than the percentage increase/decrease of the "Other Services" category of the CPI-W of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

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

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

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

AGENCY by 
Title Buyer Sr.
Printed Name Doug Chester

CONTRACTOR by Philip H Evans
Title CEO
Printed Name Philip H. Evans

April 2017



Request for Proposal

RFP# FDC-1071

Telephonic Behavioral Health Services



**REQUEST FOR PROPOSAL**

RFP# FDC-1071

Issue Date: December 13, 2019

Title: Telephonic Behavioral Health Services

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 January 15, 2020 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: Doug Chester, Buyer Senior, Procurement Services, chestefd@jmu.edu; 540-568-4272; (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:

ProtoCall Services, Inc.

621 SW Alder Street, Suite 400

Portland, OR 97205

Date: 1/21/2020

Web Address: protocallservices.comEmail: Laura.schaefer@protocallservices.com

By:


(Signature in Ink)Name: Laura Schaefer
(Please Print)Title: Director of Business
Development

Phone: 877-819-0287

Fax #: 503-499-6250

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.

Rev. 9/3/19





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

Specific Information

1. Describe your firm's ability to provide seamless and customized clinical telephonic services for students.

We view our services as an extension to those provided at the Counseling Center and help them extend their reach by providing students immediate access to the Center's services around the clock. Our counselors use a Brief, Solution-Focused approach to provide in-the-moment support to the caller, helping them find resiliency and hope, while building trust and confidence with your organization and ongoing relationship with your services.

ProtoCall is able to provide a highly customized and seamless response for our customers. We will collaborate with the JMU Counseling Center staff to design a call-handling database containing procedural and data collection fields unique to JMU. Calls are processed and documented within this custom database to ensure alignment with the JMU system of care.

2. Describe how all phone calls shall be routed and received at a fully operational call center facility.

ProtoCall will issue to the JMU Counseling Center a unique toll-free number to which JMU will forward its published number during desired coverage times. All four of ProtoCall's call centers operate twenty-four hours a day, seven days a week, three-hundred and sixty-five (six) days per year. Our up-time is in excess of 99%.

3. Describe your firm's ability to provide continuous phone service with a qualified and trained screener between working hours, Monday through Friday, all day through the weekend, and any other time that the Counseling Center or university is closed 365 days a year (366 days in a leap year). Voicemail and answering services are not acceptable.

ProtoCall Services operates 24/7/365 (366) and is staffed with licensed Masters-level clinicians all hours, all days. All calls on the JMU Counseling line will be answered by a live voice and not a voicemail system.

4. Describe your firm's ability to provide a written policy for helping individuals with imminent risk. Policy must address the use of Active Engagement, which requires that hotline staff make reasonable efforts to collaborate with callers at imminent risk to better secure their safety.

ProtoCall is accredited by the American Association of Suicidology and a member of the National Suicide Prevention Lifeline's (NSPL) network of centers. As such, ProtoCall has adopted assessment standards and policies that meet best practice standards. A copy of our policy on Active Engagement is included as Attachment C, Active Engagement Policy.





5. Describe how your firm's use of Active Rescue, which requires that staff take all action necessary to secure the safety of a caller and initiate emergency response with or without the caller's consent if they are unwilling or unable to act on their own behalf.

ProtoCall strongly adheres to least restrictive interventions and uses person-centered planning whenever possible. Only as a last resort will we intervene in a manner that overrides caller self-determination. A copy of our Active Rescue policy is included as Attachment D, Life-Saving Services.

6. Describe your firm's ability to document crisis follow-up, including a focus on collaboration with other community crisis and emergency services towards better assuring the continuous care and safety of callers determined to be at imminent risk of suicide.

ProtoCall will collaborate with JMU Counseling Center staff to understand the best process to engage either Campus Police or the City of Harrisonburg Police Department regarding welfare checks. To the extent that other, local resources are available, such as Mobile Crisis Teams, ProtoCall's procedures will include enlisting those resources based upon the level of care of the caller. Our policy regarding the importance of engaging local providers is included as Attachment E, Establishing and Maintaining Collaborative Relationships with Local Crisis and Emergency Services.

ProtoCall call takers document each call, including the disposition of the call, which is provided to the JMU Counseling Center.

7. Describe your ability to provide customized feedback reports associated with student support and crisis intervention through a secure web-based portal so that all interactions with students can be downloaded and supplemental information can be easily attached to a student's mental health record.

ProtoCall will collaborate with the JMU Counseling Center to identify desired data collection fields and types of calls expected on the line. Customized forms will be created to ensure the right information is collected and provided to JMU.

Once the ProtoCall call taker is finished with the call the documented is posted to a HIPAA-compliant site and the JMU Counseling staff are notified via email of new, posted activity. A sample of our call documentation is included as Attachment F, Sample Documentation.

8. Describe your firm's experience with institutions of higher education of similar size to James Madison University.

ProtoCall has supported College and University Counseling Centers since 2005. We currently serve almost 250 Centers with a combined enrollment of around 4.5 million students. The composition of schools using our service varies from large, public State institutions to private, small colleges.

9. Describe your firm's practice/policy/ability to consult with the Counseling Center.

ProtoCall requires 24/7/365 (366) access to a behavioral health professional on-call from the Counseling Center for purposes of consulting around highly escalated situations, such





as imminent abuse to a vulnerable person and Duty to Warn situations. ProtoCall will collaborate with the Counseling Center staff to develop additional criteria for situations wherein the JMU Counseling Center wants to be notified (i.e., referral of student to the ER).

Technical Information

1. Describe methods that would be utilized by staff to either access JMU's mental health records system or provide data to the system. For integration, provide details on integration method options.

JMU Counseling Center staff will access call documentation via an online portal. This documentation can be downloaded and subsequently uploaded into a student's chart within the Counseling Center's EHR. ProtoCall does not need access to JMU student records in order to provide services; however, the JMU Counseling Center Staff may enter a Person Alert within ProtoCall's HIPAA-compliant Customer Portal to provide information about a particular student which is made available to our call takers..

2. Describe your medical records system. Provide details on the system including vendor, version and whether it is cloud-based or on-premise.

ProtoCall Services has deployed its primary call center application, Proteus2, in Microsoft's HITRUST Certified Azure platform. Access to Proteus2 is restricted to the Citrix farm which is housed in an SSAE 16 Type II audited mission critical hosted data center provided by Atmosera.

3. Describe how you ensure FERPA compliance.

ProtoCall Services systems are HITRUST CSF certified, thus our systems and processes that store and transmit personal information are HIPAA and MARS-E compliant. All ProtoCall employees are trained on HIPAA Compliance within 30 days of hire and annually thereafter. The nature of FERPA compliance is very similar to HIPAA compliance as it relates to the security of systems that house and transmit sensitive, personally identifiable information, as well as, staff awareness that such information is to remain private and secure. Finally, our staff are trained on the importance of maintaining confidentiality of student information, including whether or not a student has called.

4. Describe who manages your application. For example, is it managed in-house or outsourced?

ProtoCall Services owns and manages the Proteus2 software in house with support from Atmosera as our Microsoft Cloud Service Provider and Experion our development partner.

5. Describe who would have access to JMU data. Describe how and where any sensitive data, including authentication information, is stored on clients, servers, and participating external devices. Is it cryptographically protected? If so, provide details.

Access to Proteus2 applications is restricted to the data center for security purposes. Proteus2 users connect to the data center using Citrix receiver deployed on Windows 7 workstations.





Proteus is a web based .NET application deployed in Microsoft Azure leveraging both West Coast and East Coast resources for geo-distant redundancy. Proteus2 data is stored in an encrypted SQL database housed on encrypted volumes.

Encrypted backups of all production systems are stored in a local encrypted backup repository housed in Atmosera's Beaverton data center for immediate restoration in the case of a failure. Encrypted backups are also replicated to encrypted storage hosted on east coast AWS resources.

6. Offerors need to include a completed HECVAT and either provide or provide access to their most recent SOC2 report. If a SOC2 is not available, the most recent security vulnerability scan should be provided.

ProtoCall is proud to be HITRUST Certified for our systems that access, store, process, transmit, and/or receive PHI or PII, ensuring the highest and most up-to-date standards for information security practices. This means that ProtoCall has met and exceeded the rigorous standards imposed by an independent third-party auditor of the entirety of ProtoCall's business critical and HIPAA-sensitive infrastructure, providing a superior level of vendor accountability and oversight. Our HITRUST Certification is included as Attachment G. Upon award of the contract, ProtoCall will complete and submit the HECVAT.

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.

Experience Providing Services

ProtoCall Services is a leading provider of telephonic behavioral health services. Since 1992, behavioral health organizations have trusted ProtoCall to provide seamless, quality access to their services 24/7/365. Our four call centers are staffed by skillfully trained and thoughtful behavioral health professionals. Clinical assessments and interventions at ProtoCall are handled by Licensed Masters-level counselors under the supervision of a team of experienced Licensed Clinical Supervisors, 24/7/365.

At ProtoCall, our focus on providing effective access to care is at the core of our mission...because every time the phone rings, it could be the most important call someone has ever made.

ProtoCall currently contracts with over 350 customers, including almost 250 within the College and University area. We answer approximately 50,000 calls per month across our different markets of College and University Counseling Centers, Employee Assistance Programs, Community Mental Health Centers and Managed Behavioral Health Organizations.





Benefits of our Solution

Improved Experience for Callers. All calls are answered by thoughtfully trained behavioral health professionals who understand that every time they answer a call, it could be the most important call the caller has ever made.

Better Risk Management. ProtoCall provides an immediate answer. We have multiple staff available who assist during rescue procedures, if necessary. Finally, all documentation is securely maintained within our system as opposed to hand-written notes composed off-site.

Continuity of Care. Through our web-based Person Alert system, the Center is able to provide ProtoCall specific, call-handling and/or background information about a student of concern, should they call.

Accessibility to the Center's system and staff. ProtoCall designs call handling and documentation processes to meet the needs of each individual Center. We are also able to involve and consult with the Counseling Center staff for particular types of calls and cases. This gives the Center control as to when they want to be notified or consulted with for particular cases and situations.

Improved Business Continuity. ProtoCall is able to provide a variety of telephone coverage options, such as 24/7/365 coverage, after hours, weekends, or during scheduled meetings. We also serve as a back-up for situations when the Counseling Center might otherwise be closed, such as inclement weather, power outages, campus crisis, etc. By using our services there will never be a reason for a student not to get the help they need when they need it most.

Experience working with Students. Our staff are regularly trained and have experience working with the student population, as well as other campus partners, such as Residence Life and Campus Police. Additionally, because we respond to calls from students across 250 different Centers, our staff are regularly exposed to situations and issues frequently encountered by the student population.

We are Accredited and Licensed. ProtoCall holds accreditations for both the American Association of Suicidology (AAS) and CARF (Crisis and Information Call Center). We are also licensed in the State of Washington as a provider for Crisis Telephone Services. Through our accreditations and licensure, we assure our services meet best practice standards for crisis assessment and intervention and that our staff are regularly trained in content most germane to the services we provide.

We are HITRUST certified. ProtoCall is proud to be HITRUST Certified for our systems that access, store, process, transmit, and/or receive PHI or PII, ensuring the highest and most up-to-date standards for information security practices. This means that ProtoCall has met and exceeded the rigorous standards imposed by an independent third-party auditor of the entirety of ProtoCall's business critical and HIPAA-sensitive infrastructure, providing a superior level of vendor accountability and oversight.





“Business-to- Business Relations” and Customer Satisfaction. Every customer is provided a Relationship Manager who serves as an ongoing liaison to respond to questions, concerns, changes to information, or any other matter related to the relationship. When their Relationship Manager is unavailable, customers are welcome to contact our supervisor on duty for any urgent need to relay information or make changes.

Experience of Personnel Assigned to the Project

The implementation phase of the project will be managed by ProtoCall's Sales and Onboarding Manager, Tony Krezinski. Tony has been with the organization for nearly 8 years and has supported the onboarding of new customers for a year.

The JMU Counseling Center will be assigned a dedicated Relationship Manager from our Account Relations Team. The Relationship Manager will serve as JMU Counseling Center's main point of contact at ProtoCall for all questions and concerns. Our Account Relations Team is overseen by our Director of Partner Services, Becca Taplin. Becca has recently transitioned into her role of Director of Partner Services and has been with the organization for nearly 5 years.

Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution.

Old Dominion: \$7,650.00

William and Mary: \$20,504.00

Proposed Cost.

Pricing is based on a monthly retainer for services with an associated monthly call allowance. Any calls over that amount would be billed on a per-call basis. The pricing below is based on current information and is subject to change.

Monthly Retainer

Monthly Call Allowance	Monthly Retainer	Price per Call over Monthly Allowance
50	\$1,875.00	\$39.50

Additional Fees

There is a minimum one-time Set-Up Charge of \$5,000.00, depending on actual setup requirements. Language translation services are billed at \$1.44 per minute.





Attachment A Offeror Data Sheet

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 23 Months 4
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 #
Illinois State	6.5 years	320 Student Services Building 101 N. University Ave. Campus Box 2420, Normal, Illinois 61790	Carrie Haubner, Psy. D 309-438-3655 cahaubn@ilstu.edu
SUNY College of Environmental Science and Forestry	2.4 years	110A Bray Hall; 1 Forestry Dr. Syracuse, NY 13210	Ruth A. Larson, M.A., LMHC Director of Counseling Services rlarson@esf.edu 315- 470-4716
Wilkes University	2.9 years	267 S. Franklin Street Wilkes-Barre, PA 18766	Melissa A. Gaudio, M.A., NCC, LPC Campus Counselor melissa.gaudio@wilkes.edu 570-408-4358
William & Mary	4.8 years	McLeod Tyler Wellness Center 2nd floor 240 Gooch Drive Williamsburg VA 23185	Carina Sudarsky-Gleiser, Ph.D., Director Ph: 757/221-3620 email: cxsuda@wm.edu
Penn State University	1.9 years	501 Student Health Center University Park, PA 16802	Brett E. Scofield, Ph.D Associate Director, Counseling and Psychological Services 814-863-0395 bes22@psu.edu

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

ProtoCall Services, Inc: 621 SW Alder, Suite 400 Portland, Oregon 97205





ProtoCall Services, Inc.: 2845 44th St. SW, Suite 100, Grandville, MI 49418

ProtoCall Services, Inc.: 7850 Jefferson St NE, #210; Albuquerque, NM 87109

ProtoCall Services, Inc.: 1275 West Washington Street, #400-812, Tempe, AZ 85281

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

☐ YES ☒ NO

IF YES, EXPLAIN:



**Attachment B, SWaM Utilization Plan**

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan
Offeror Name: ProtoCall Services, Inc. Preparer Name: Laura Schaefer

Date: 1/17/20

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to





be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED



**Attachment B Continued**

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

Procurement Name and Number: _____ RFP# FDC-1071_____

Date Form Completed:___1/20/2020_____

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

Offeror / Proposer:

ProtoCall Services, Inc. _____

Firm

621 SW Alder Street, Suite 400, Portland, OR 97205 _____

Address

Laura Schaefer, 877-819-0287 _____

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)
No subcontractors will be used.					





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

RETURN OF THIS PAGE IS REQUIRED



Attachment C Active Engagement Policy



ProtoCall Services Policies and Procedures

Policy or Procedure Title	Active Engagement
Policy Section	C-Emergent Situations
Effective Date	2/10/14
Last Review Date	12/26/18
Owner	Director of Clinical Services

Active engagement is staff behavior that seeks to collaborate with and empower the caller towards securing their own safety, or the safety of the person of concern. Staff should use the following strategies to actively engage the caller at imminent risk in order to develop a rapport and mutual collaboration on actions needed to reduce imminent risk or accept medical interventions if the caller is in the process of a suicide attempt:

1. Listen to the caller's personal needs, wishes and values. Stay fully present with the caller and communicate authentic empathy.
2. Actively utilize solution-focused interventions: active listening strategies that promote strengths and resources that the client already possesses;
3. Explore their relationships with family, friends and providers to consider who could help; and
4. Offer and build hope with the caller to help them secure their own safety.

Executive Approval By	Approval Date
Kristin Newby, Director of Operations	12/26/18





Attachment D Life Saving Services

ProtoCall Services Policies and Procedures

Policy or Procedure Title	Life-Saving Services
Policy Section	C-Emergent Situations
Effective Date	2/10/14
Last Review Date	12/26/18
Owner	Director of Clinical Services

Initiating Emergency Rescue

Active rescue refers to the staff's initiative to act on behalf of an individual who is in the process of making a suicide attempt or who is otherwise determined to be at imminent risk, but who, in spite of the call taker's attempts to actively engage them, is unwilling or unable to initiate actions to secure their own safety. Voluntary rescue is when the staff contacts emergency services with the caller's consent. Staff must initiate life-saving services by contacting 911 when it is believed that the caller is in the process of or has already made a suicide attempt, with or without the caller's consent.

<i>Executive Approval By</i>	<i>Approval Date</i>
Kristin Newby, Director of Operations	12/26/18



Attachment E Establishing and Maintaining Collaborative Relationships with Local Crisis and Emergency Services Policy

ProtoCall Services Policies and Procedures

Policy or Procedure Title	Establishing and Maintaining Collaborative Relationships with Local Crisis and Emergency Services
Policy Section	C-Emergent Situations
Effective Date	2/10/14
Last Review Date	12/26/18
Owner	Director of Clinical Services

ProtoCall understands the value in developing and maintaining collaborative relationships with our customers and community partners in sharing the responsibility for the safety of suicidal callers. ProtoCall will work to ensure our provision of service is in harmony with our customers' established formal and informal relationships with local crisis and emergency services. ProtoCall will support the following efforts to this end:

- ProtoCall may provide templates, prepared agreements, or informational materials customers can take to community resources (telephone company, rescue squads, police departments, hospital emergency departments) to provide education and promote awareness that foster effective working relationships.
- ProtoCall may be aware of particular resources that may complement the services provided by the customer. ProtoCall will endeavor to educate the customer with respect to the availability of these resources. ProtoCall may advocate services that not only respond to, but anticipate the needs of client populations. Examples include outreach services, walk-in clinics, survivor services, and community education programs.

Executive Approval By	Approval Date
Kristin Newby, Director of Operations	12/26/18



Attachment F Sample Call Documentation

ProtoCall Report	
7999-0009-7999—James Madison University	
Call ID-30009999	
(Call Information)	
Account Number	7999-0009-7999
Account Name	James Madison University
Call Id	30009999
Call Start Time	12/01/2018 03:41:26 PM
Call End Time	12/01/2018 03:59:56 PM
Call Duration	00:18:30
Total Handle Time	00:25:31
Finalized Time	12/01/2018 04:43:58 PM
Finalized Clinician	Rebecca Taplin, LPC
Responsible Clinician	Rebecca Taplin, LPC
Level of Care	Urgent
Service Type	b. For Self
(Person Information)	
Caller	John Doe
Caller Address	1234 Ashby Hall Room 999 Harrisonburg, VA 22807
Caller Primary Phone	804-555-5555 Ok to leave message: Yes
Call Type	Clinical Request
Caller's Affiliation	Student
Service Request Type:	<ul style="list-style-type: none">b. For Self



(Clinical Information)	
Purpose of Call	<ul style="list-style-type: none"> Immediate phone support/intervention
Primary Problem Category	<ul style="list-style-type: none"> Depression
Assessed Initial Level of Distress	<ul style="list-style-type: none"> Moderate
Presenting Problem/Overview	<p>John is a 19 y/o male who is calling for support related to suicidal thinking.</p> <p>Caller reports his girlfriend since high school just broke up with him earlier today. She told him she no longer has feelings for him. Caller reports confusion around the break-up and isn't sure what to do.</p>
Assessed Presentation of Person of Concern	<ul style="list-style-type: none"> Sad/Dysphoric
Suicide Risk Assessment	<ul style="list-style-type: none"> Current or recent thoughts of suicide with no recent attempts *
Narrative Suicide Risk Assessment	<p>John reports thinking about suicide earlier today, however, this is the first he has ever contemplated suicide. He has no history of attempts and no weapons. He has not thought of a plan, rather, reports just wanting to not "be around "right now.</p>
Intentional Self-Injury Assessment	<ul style="list-style-type: none"> Denies
Threat of Violence Risk Assessment	<ul style="list-style-type: none"> Denies
Substance Use Assessment	<ul style="list-style-type: none"> Denies
Domestic Violence Assessment	<ul style="list-style-type: none"> Denies
Abuse-related Assessment	<ul style="list-style-type: none"> Denies
Psychiatric Medication Assessment	<ul style="list-style-type: none"> Denies use of psychiatric medication
Cognitive Concerns Observed	None
Narrative Cognitive Concerns Observed	None
Buffers and Resiliency Factors	<ul style="list-style-type: none"> Immediate Supports Engagement with Phone Counselor Planning for the Future

Narrative Buffers and Resiliency Factors	
Interventions	<ul style="list-style-type: none"> • Provided empathic listening and validation. • Advised calling this line if future risk or urgent concerns arise. • Advised that this line is available to caller 24/7. • Focused on problem solving with caller. • Discussed coping skills & strategies. • Created self-care plan with caller. • Helped caller identify friends/family who may be source of support.
Additional Intervention Details	<p>John reports his roommate has been supportive and is aware of what is going on.</p> <p>Positively reinforced John for using his resources to get support and to stay safe. He and his roommate will go shoot basketball tonight and he will watch tv. He agrees to call back if he needs additional support before his walk-in appointment tomorrow.</p>
Describe clinical justification and rationale	<ul style="list-style-type: none"> • Engagement with Phone counselor • Planning for the Future (Will attend next day appointment) • Sense of Purpose (His parents; siblings)
Assessed Concluding Level of Distress	<ul style="list-style-type: none"> • Mild
Level of Care (LOC)	<ul style="list-style-type: none"> • Urgent
Pick one outcome from the drop-down list. If more than one applies, choose the highest numbered item.	<ul style="list-style-type: none"> • 8. No higher level intervention needed/available.
Caller's Plan	<ul style="list-style-type: none"> • Caller agrees to call back this line if future risk or urgent concerns arise. • Caller agrees to come to the Center tomorrow morning for a walk-in appointment.



Attachment G HITRUST Certification



6475 Main Street
Suite 420
Frisco, TX 75034

855.HITRUST
(855-448-7478)
www.HITRUSTAlliance.net

May 28, 2019

ProtoCall Services
621 SW Alder St
Suite 400
Portland, OR 97205

Based upon the procedures performed by a HITRUST approved assessor which indicated that there were no material changes to the control environment that would result in ProtoCall Services no longer meeting the certification criteria of the HITRUST CSF Assurance Program, the following systems of the organization continue to meet the HITRUST CSF v8.1 Certification Criteria:

ProtoCall Services: All systems that access, store, process, transmit and/or receive PHI or PII

The initial certification was awarded to the organization on January 24, 2018 and is valid for a period of two years assuming the following occurs:

- Annual progress is being made on areas identified in the Corrective Action Plan
- A continuous monitoring program is in place to determine if the controls continue to operate effectively over time
- No data security breach has occurred within or affecting the HITRUST CSF Assessed environment
- Either no significant changes in the business or security policies, practices, controls and processes have occurred that might impact its ability to continue to meet the respective HITRUST CSF Assurance Program criteria, or, where there were changes, procedures performed by the assessor indicate the organization's control environment continues to meet the criteria against which the organization was initially assessed

Based upon the work performed by the organization's assessor, HITRUST is of the opinion that the business unit listed above continues to meet the requirements of the HITRUST CSF v8.1 Certification Program Criteria.

Additional information on the HITRUST CSF Assurance Program can be found at the HITRUST website: www.hitrustalliance.net.

Sincerely,

HITRUST



Request for Proposal

RFP# FDC-1071

Telephonic Behavioral Health Services

December 13, 2019

**James Madison University will be closed from
December 19, 2019 (@ 1:00) through January 1, 2020**



REQUEST FOR PROPOSAL

RFP# FDC-1071

Issue Date: December 13, 2019

Title: Telephonic Behavioral Health Services

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 January 15, 2020 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: Doug Chester, Buyer Senior, Procurement Services, chestefd@jmu.edu; 540-568-4272; (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 # FDC-1071

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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 Telephonic Behavioral Health Services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew annually for nine (9) one-year terms.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and 8,226 faculty and staff (3,197 full-time and 5,029 part-time). There are over 600 individual departments on campus that support the work of five divisions including Academic Affairs (which encompasses eight colleges), Access and Enrollment Management, Administration and Finance, Student Affairs, and University Advancement as well as the Office of the President. 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>.

During the prior six fiscal years for which a complete departmental data set is available (i.e. 13-14 through 18-19), the Counseling Center experienced a 42% increase in clients and a 57% increase in crisis intakes. These increases were on top of the 100% and 364% increases in these respective areas in the decade prior to that timeframe. Due to the ever-escalating demand for clinical and consultative services experienced by the Counseling Center, counseling staff are finding it increasingly difficult to address the mental health needs of the JMU campus community and to consistently meet the practical, ethical, and legal mandates of their positions. While the Counseling Center has made procedural and systemic changes to maximize the efficiency of the clinical service delivery system, the increases in demand (particularly in the area of crisis-related services) have strained our existing service model beyond capacity. The intensity with which students present their needs for crisis services and the risk of harm often associated with these situations makes it imperative to increase the human resources available to provide rapid response services, including for those crises that occur between hours of operation.

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

A. GENERAL INFORMATION:

James Madison University is seeking an authorized service provider to provide after-hours and weekend emergency telephonic response and recourse in relation to higher education situations. Instances may include, but are not limited to, acute distress related to exams, concerns about a family member or friend, relationship concerns, suicidal ideation, etc. The services will also serve as a back-up for situations when the JMU Counseling Center might otherwise be closed, such as inclement weather, power outages, campus crisis, etc.

Experience with case management support for counseling services within a higher educational environment preferred, to be provided by licensed mental health professionals. Ability to understand the unique mental health needs of college students and how university counseling services function is imperative. Non-licensed staff and qualified peers are eligible to provide crisis intervention services within their scope of practice and under the supervision of licensed mental health professionals.

Estimated call volume is potentially 50 per month and 700 annually.

B. SPECIFIC INFORMATION:

Offeror shall provide a written response to each of the following questions regarding specific methods for providing the proposed goods/services including:

1. Describe your firm's ability to provide seamless and customized clinical telephonic services for students.
2. Describe how all phone calls shall be routed and received at a fully operational call center facility.
3. Describe your firm's ability to provide continuous phone service with a qualified and trained screener between working hours, Monday through Friday, all day through the weekend, and any other time that the Counseling Center or university is closed 365 days a year (366 days in a leap year). Voicemail and answering services are not acceptable.
4. Describe your firm's ability to provide a written policy for helping individuals with imminent risk. Policy must address the use of Active Engagement, which requires that hotline staff make reasonable efforts to collaborate with callers at imminent risk to better secure their safety.
5. Describe how your firm's use of Active Rescue, which requires that staff take all action necessary to secure the safety of a caller and initiate emergency response with or without the caller's consent if they are unwilling or unable to take action on their own behalf.
6. Describe your firm's ability to document crisis follow-up, including a focus on collaboration with other community crisis and emergency services towards better assuring the continuous care and safety of callers determined to be at imminent risk of suicide.
7. Describe your ability to provide customized feedback reports associated with student support and crisis intervention through a secure web-based portal so that all interactions with students can be downloaded and supplemental information can be easily attached to a student's mental health record.
8. Describe your firm's experience with institutions of higher education of similar size to James Madison University.
9. Describe your firm's practice/policy/ability to consult with the Counseling Center.

C. TECHNICAL INFORMATION:

Offeror shall provide a written response to each of the following questions regarding technical information.

1. Describe methods that would be utilized by staff to either access JMU's mental health records system or provide data to the system. For integration, provide details on integration method options.
2. Describe your medical records system. Provide details on the system including vendor, version and whether it is cloud-based or on-premise.
3. Describe how you ensure FERPA compliance.
4. Describe who manages your application. For example, is it managed in-house or outsourced?
5. Describe who would have access to JMU data. Describe how and where any sensitive data, including authentication information, is stored on clients, servers, and participating external devices. Is it cryptographically protected? If so, provide details.
6. Offerors need to include a completed HECVAT and either provide or provide access to their most recent SOC2 report. If a SOC2 is not available, the most recent security vulnerability scan should be provided.

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 four (4) 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 (*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.
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:

- | | <u>Points</u> |
|---|---------------|
| 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

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

VII. GENERAL TERMS AND CONDITIONS

- 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 \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying

the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase

order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

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 540/568-7935.
- F. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for a period of nine (9) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. **SUBMISSION OF INVOICES:** All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. **OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS:** Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

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

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

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

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

- J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. 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. DATA PRIVACY AND SUBCONTRACTORS: 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. University Data will not be stored outside the United States without prior written consent from the University. 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 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.
- R. DATA SECURITY: 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.
- S. DATA TRANSFER UPON TERMINATION OR EXPIRATION: 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. Contractor shall ensure that such transfer uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University. 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.

- T. **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.
- U. **SECURITY BREACH 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.
- V. **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.
- W. **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.

IX. METHOD OF PAYMENT

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

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

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Providing pricing for items requested in I.V. Statement of Needs

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/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: Higher Education Cloud Assessment Tool (HECVAT) Lite - attached as a separate Excel spreadsheet (All Offerors are required to complete)

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

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

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

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

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

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer: _____

Firm

Address

Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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